

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under</b> DPAS (15 CFR 700) ➡		<b>Rating</b> DOA4	<b>Page</b> 1	<b>of</b> 119	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-10-R-0086		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2011APR26		<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ATAC WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b> US ARMY TANK AND AUTOMOTIVE CMD BUYER IN BLOCK 10				

**NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.**

### SOLICITATION

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in SEE SOLICITATION until                      (hour) local time 2011MAY26 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information</b> <b>Call:</b> ➡	<b>A. Name</b> VINCE STRONGARONE	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> VINCENT.STRONGARONE@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-7111	<b>Ext.</b>	

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### OFFER (Must be fully completed by offeror)

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within            calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8) ➡	<b>10 Calendar Days (%)</b>	<b>20 Calendar Days (%)</b>	<b>30 Calendar Days (%)</b>	<b>Calendar Days (%)</b>
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Above - Enter such Address In Schedule		<b>17. Signature</b>	
<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>			<b>18. Offer Date</b>

### AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified) ➡	
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>			<b>25. Payment Will Be Made By</b> <b>Code</b>	
SCD                      PAS                      NONE                      ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2009
(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website ( <a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a> ) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.			
(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.			
(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <a href="http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm">http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm</a> .			
(d) Requirements for the online ASFI bid submission:			
(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.			
(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation: <a href="https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV10R0086">https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV10R0086</a>			
(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <a href="https://acquisition.army.mil/asfi/">https://acquisition.army.mil/asfi/</a> and clicking on the Contracting Opportunities Search to find the solicitation.			
(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.			
(5) You will receive a confirmation of your bid upon completion of the bid submission process.			
(6) You can find detailed BRS user instructions on the ASFI website at <a href="https://acquisition.army.mil/asfi/BRS_guide.doc">https://acquisition.army.mil/asfi/BRS_guide.doc</a> .			
(e) Note to offerors: Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the TACOM Contracting Center, Warren, Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.			
It is the offeror's responsibility to assure their proposal is received by the date and time specified above. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.			
Unless otherwise authorized in the solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.			
Solicitations may remain posted on the AFIS Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.			
(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the			

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contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI\_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procurem.htm> to find a location near you.

End of Provision

A-2      52.201-4000      ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON      APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-3      52.212-4003      ALL OR NONE--COMMERCIAL ITEM ACQUISITION (TACOM)      SEP/1996

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD.

[End of Clause]

A-4      52.214-4000      ACKNOWLEDGMENT OF AMENDMENTS      OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

The following are clarifications of this Request for Proposal, and will apply to any resultant contract:

1. Delivery of Logistics Data

a. Contractors need to be aware that TACOM-LCMC must meet the requirements of AR 700-142 and obtain formal Material Release prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a new item. In addition to the actual test items provided by Contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with

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the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.

b. Contractors play a crucial role in a successful material release by providing accurate and timely logistics data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract delivery schedule for the preparation and acceptance of the data and documents required to obtain a full material release prior to fielding of the equipment.

c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially. Failure to provide the needed capability damages the Armys ability to perform its mission, and causes financial loss because of disrupted training schedules and storage costs due to inability to field.

2. All testing provisions, set forth in Section E, must be satisfied prior to commencement of production.

3. Production lead time for the first non-testing vehicles delivered under this contract includes, and is contingent upon, successful completion of testing IAW Section E.

4. Award of the resulting contract is subject to the availability of funds.

5. Estimated Quantities:

Please be advised that the estimated quantities for Order Years one and two are based on the current Army Budget for M870A4 trailers. The budget is subject to change. The Army Budget does not currently include funds for order years three through five. The estimated quantities for order years three through five are based on historical customer orders.

6. Exhibit A- CDRLs

CDRLs A039-A041 are NSP and will only be required if the option for a TDP is exercised.

7. Shipping Costs for Test Trailers:

Please note that the contractor is responsible to arrange all shipping and pay all shipping costs to and from test and refurbishment sites. The reference to FOB origin for the test trailers on CLINs 0001-0003 and 0004 refers to shipping once test trailers have been refurbished to production configuration and will be fielded by the Army.

8. Please be advised, First Article Testing (FAT) will take up to one year. Production vehicles will be ordered at contract award but shall not be delivered and shall not be invoiced until there is an approved FAT.

9. THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:

FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.

SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.

THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.

FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.

FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.

\*\*\* END OF NARRATIVE A0001 \*\*\*

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  
All CLINs under this solicitation are Firm-Fixed Price (FFP).

\*\*\* END OF NARRATIVE B0001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FSCM: 19207 PART NR: M870A4 SECURITY CLASS: Unclassified				
0001AA	<p data-bbox="264 493 446 514"><u>M870A4 SHAKEDOWN</u></p> <p data-bbox="264 573 435 594">NOUN: SHAKEDOWN</p> <p data-bbox="254 625 847 909">Shakedown Vehicle Test, Refurbishment, and FRET shall be in accordance with (IAW)section C.2. See Section E.3 &amp; CDRL A026 for Contractor testing and delivery of shakedown report. FRET is applicable and shall be included in the unit price. FRET shall be IAW C.19. The contractor is responsible for shipping test vehicle to and from test sites and contractor facility for refurbishment. Refurbishment of the shakedown test trailer shall be included in this CLIN. FOB Origin applies to final production configuration.</p> <p data-bbox="444 942 699 963">(End of narrative B001)</p> <p data-bbox="264 1050 501 1071"><u>Packaging and Marking</u></p> <p data-bbox="264 1077 633 1098">PACKAGING/PACKING/SPECIFICATIONS:</p> <p data-bbox="321 1104 690 1125">SEE PACKAGING REQUIREMENTS CLAUSE</p> <p data-bbox="264 1131 600 1152">LEVEL PRESERVATION: Commercial</p> <p data-bbox="264 1159 545 1180">LEVEL PACKING: Commercial</p> <p data-bbox="264 1236 547 1257"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1264 724 1285">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1291 724 1312">Government Approval/Disapproval Days: 105</p> <p data-bbox="264 1346 456 1367">FOB POINT: Origin</p> <p data-bbox="264 1400 354 1421">SHIP TO:</p> <p data-bbox="264 1428 712 1470">(Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>	1	EA	\$ _____	\$ _____
0002	FSCM: 19207 PART NR: M870A4 SECURITY CLASS: Unclassified				
0002AA	<p data-bbox="264 1743 745 1764"><u>FIRST PRODUCTION VEHICLE INSP (FPVI) W/FRET</u></p> <p data-bbox="264 1820 634 1841">NOUN: FIRST PROD VEH INSP W/ FRET</p> <p data-bbox="272 1898 844 1950">Vehicle to be built in accordance with the Purchase Description (ATPD) 2395C and inspected</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>in accordance with Section E.4.4.3, CDRL A027, and FAR CLAUSE 52.209-4. All costs associated with the trailer, FRET, FPVI, and refurbishment (E.4.6) are to be included in the unit price. This unit will remain at the contractor's facility throughout the life of the contract and will be the last unit shipped. The contractor shall deliver 1 FPVI IAW Clause 52.246-4041</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 135</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>				
0003	<p>FSCM: 19207 PART NR: M870A4 PVT SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>M870A4 PVT TEST VEHICLES</u></p> <p>NOUN: PRODUCTION VEH TEST W/FRET</p> <p>This CLIN is IAW Section E.4.5 through E.4.6. Vehicle to be built in accordance with Purchase Description (ATPD) 2395C and inspected in accordance with FAR CLAUSE 52.209-4. All costs associated with the trailer and testing of this vehicle are to be included in the unit price. After test, the Contractor is responsible for refurbishing the 5 PVT trailers and the 1 shakedown trailer used in PVT (6 total). Contractor is responsible for shipping the trailer to the test site and back to the contractors facility.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:</p>	5	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 165</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p> <p>The Contractor is responsible for shipping four* (4) PVT units to Aberdeen Test Center (ATC), Aberdeen Proving Grounds, MD, and two (2) PVT units to Yuma Proving Grounds (YPG), AZ.</p> <p>*One of the four units shipped to ATC shall be the refurbished Shakedown Test Trailer.</p> <p>(End of narrative F001)</p>				
0003AB	<p><u>PVT VEH REFURB TO FINAL PROD CONFIGURATION</u></p> <p>NOUN: PVT VEH REFURB</p> <p>This CLIN is IAW Section E.4.6</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	6	EA		\$ ** NSP **
0003AC	<p><u>PVT TEST SERVICE REPRESENTATIVES</u></p> <p>NOUN: PVT TEST SERVICE REPS</p> <p>The Contractor shall provide one (1) TSR at ATC and one (1) TSR at YPG in accordance with E.4.5.4.4.2.2 and C.8.5.1.1 of this contract to support training and PVT for a period of approximately ten (10) months.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	2	EA		\$



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	<p><u>SYSTEM SUPPORT PACKAGE (SSP) FOR PVT</u></p> <p>NOUN: SYSTEM SUPPORT PKG (PVT)</p> <p>The Contractor shall provide one (1) System Support Package to ATC and one(1) System Support Package to YPG in accordance with Section E.4.5.4.4.2 and CDRL A017 of this contract. The Contractor is responsible for shipping the SSP to the test site and back to the contractors facility after test.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>	2	EA		\$ _____
0004	<p>FSCM: 19207 PART NR: M870A4 SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>M870A4 LOG DEMO TRAILER &amp; FRET</u></p> <p>NOUN: LOG DEMO/TM VALID &amp; VERIF</p> <p>This CLIN is IAW Section C.2, C.8, C.19, and E.4.6. The Contractor shall provide one Logistics Demonstration trailer 385 days after contract award. Refurbishment of the Log Demo Trailer shall be included in this CLIN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p>	1	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p><u>SYSTEM SUPPORT PKG (SSP) FOR LD/TM VAL/VER</u></p> <p>NOUN: SSP FOR LD/TM VAL/VER</p> <p>The Contractor shall provide one (1) System Support Package in accordance with Sections C.8.4.1.2 and E.4.5.4.4.2 (CDRL A017) of this contract. The SSP's are in support of the LOG DEMO/Technical Manual Validation &amp; Verification and trailer.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	EA		\$ _____
0004AC	<p><u>LD/TM VAL/VER OPERATOR &amp; MAINT TRAINING</u></p> <p>NOUN: LD/TM VAL/VER O&amp;M TRAINING</p> <p>In accordance with Section C.8.5.1.2, the Contractor shall conduct the following class at the Contractors facility:</p> <p>a. One (1) each M870A4 familiarization class not to exceed four (4) hours in duration.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	EA		\$ _____
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>INSTRUCTOR &amp; KEY PERSONNEL TRAINING (I&amp;KPT)</u></p> <p>NOUN: I&amp;KPT CLASS</p> <p>In accordance with Section C.8.5.1.3, the following classes shall be conducted at the Contractors facility 45 days after FAT Approval:</p> <p>a. One (1) each Operator/Maintainer class not to exceed four (4) hours in duration.</p>	1	LO		\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>b. One (1) each Field Level Maintenance class not to exceed twelve (12) hours in duration.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>DATA DELIVERABLES/SERVICE LINE ITEMS</u></p> <p>This CLIN applies to the CDRLs for the first ordering year. Delivery dates are required per the CDRL.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
0006AB	<p><u>DATA DELIVERABLES/SERVICE LINE ITEMS</u></p> <p>This CLIN applies to the CDRLs for the second ordering year. Delivery dates are required per the CDRLs.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
0006AC	<p><u>DATA DELIVERABLES/SERVICE LINE ITEMS</u></p> <p>This CLIN applies to the CDRLs for the third ordering year. Delivery dates are required per the CDRLs.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
0006AD	<p><u>DATA DELIVERABLES/SERVICE LINE ITEMS</u></p>	1	LO	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>This CLIN applies to the CDRLs for the fourth ordering year. Delivery dates are required per the CDRLs.</p> <p>(End of narrative B001)</p>				
0006AE	<p><u>DATA DELIVERABLES/SERVICE LINE ITEMS</u></p> <p>This CLIN applies to the CDRLs for the fifth ordering year. Delivery dates are required per the CDRLs.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
0007	<p>FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p>				
0007AA	<p><u>TECHNICAL DATA PACKAGE/M870A4</u></p> <p>NOUN: TECHNICAL DATA PACKAGE</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY---SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>Pricing for this option shall be done in accordance with Section H, Section L.1.3, and CRDLs A0039, A0040, and A0041.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>	1	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001 DEL REL CD         QUANTITY         DEL DATE 001                    1                    UNDEFINITIZED  FOB POINT: Origin  SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE    FOR ITEMS REQUIRED UNDER THIS REQUISITION.	1	LO		\$ ** NSP **
	TDP OPTION CDRLS AS REQUIRED				
	NOUN: TDP OPTION CDRLS				
	This CLIN encompasses CDRLs:				
	A039 through A041				
	The above stated CDRLs will only be required if the Technical Data Package option is exercised.  (End of narrative B001)				
1001	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin	EST 641	EA	\$	\$
	M870A4 TRAILER-FIRST ORDERING YEAR				
	NOUN: M870A4 TRAILER FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified				
	IAW ATPD 2395C (Attachment 01) and as required in the Scope of Work.				
	Each trailer shall be tagged with an Electronic Product Code (EPC) passive Radio Frequency Identification (RFID) tracking tag in accordance with DFARS clause 252.211-7006 of this contract. The cost for the RFID tag shall be included in the cost of the trailer.				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	<p>The cost for the Item Unique Identification (IUID) shall be included in the cost of the trailer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p><u>M870A4 TRAILER-SECOND ORDERING YEAR</u></p> <p>NOUN: M870A4 TRAILER FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p> <p>IAW ATPD 2395C (Attachment 01) and as required in the Scope of Work.</p> <p>Each trailer shall be tagged with an Electronic Product Code (EPC) passive Radio Frequency Identification (RFID) tracking tag in accordance with DFARS clause 252.211-7006 of this contract. The cost for the RFID tag shall be included in the cost of the trailer.</p> <p>The cost for the Item Unique Identification (IUID) shall be included in the cost of the trailer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	EST 88	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p><u>M870A4 TRAILER-THIRD ORDERING YEAR</u></p> <p>NOUN: M870A4 TRAILER FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p> <p>IAW ATPD 2395C (Attachment 01) and as required in the Scope of Work.</p> <p>Each trailer shall be tagged with an Electronic Product Code (EPC) passive Radio Frequency Identification (RFID) tracking tag in accordance with DFARS clause 252.211-7006 of this contract. The cost for the RFID tag shall be included in the cost of the trailer.</p> <p>The cost for the Item Unique Identification (IUID) shall be included in the cost of the trailer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p>	EST 200	EA	\$ _____	\$ _____
1004	<p><u>M870A4 TRAILER-FOURTH ORDERING YEAR</u></p> <p>NOUN: M870A4 TRAILER FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p>	EST 200	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	<p>IAW ATPD 2395C (Attachment 01) and as required in the Scope of Work.</p> <p>Each trailer shall be tagged with an Electronic Product Code (EPC) passive Radio Frequency Identification (RFID) tracking tag in accordance with DFARS clause 252.211-7006 of this contract. The cost for the RFID tag shall be included in the cost of the trailer.</p> <p>The cost for the Item Unique Identification (IUID) shall be included in the cost of the trailer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p><u>M870A4 TRAILER-FIFTH ORDERING YEAR</u></p> <p>NOUN: M870A4 TRAILER FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p> <p>IAW ATPD 2395C (Attachment 01) and as required in the Scope of Work.</p> <p>Each trailer shall be tagged with an Electronic Product Code (EPC) passive Radio Frequency Identification (RFID) tracking tag in accordance with DFARS clause 252.211-7006 of this contract. The cost for the RFID tag shall be included in the cost of the trailer.</p> <p>The cost for the Item Unique Identification (IUID) shall be included in the cost of the trailer.</p> <p>(End of narrative B001)</p>	EST 200	EA	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p><u>FRET-FIRST ORDERING YEAR</u></p> <p>NOUN: M870A4 HARDWARE FRET 1ST YR FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p> <p>Federal Retail Excise Tax applicable to trailers in the first ordering period.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p>	EST 641	EA	\$ _____	\$ _____
2002	<p><u>FRET-SECOND ORDERING YEAR</u></p> <p>NOUN: M870A4 HARDWARE FRET 2ND YR FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p> <p>Federal Retail Excise Tax applicable to trailers in the second ordering period.</p>	EST 88	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p><u>FRET THIRD ORDERING YEAR</u></p> <p>NOUN: M870A4 HARDWARE FRET 3RD YR FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p> <p>Federal Retail Excise Tax applicable to trailers in the third ordering period.</p> <p>(End of narrative B001)</p>	EST 200	EA	\$ _____	\$ _____
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p><u>FRET FOURTH ORDERING YEAR</u></p> <p>NOUN: M870A4 HARDWARE FRET 4TH YR FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Federal Retail Excise Tax applicable to trailers in the fourth ordering period.  (End of narrative B001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin  SHIP TO:	EST 200	EA	\$ _____	\$ _____
	<u>FIFTH ORDERING YEAR</u>  NOUN: M870A4 HARDWARE FRET FSCM: 19207 PART NR: ATPD 2395C SECURITY CLASS: Unclassified  Federal Retail Excise Tax applicable to trailers in the fifth ordering period.  (End of narrative B001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin  SHIP TO:				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Procuring Contracting Officer (PCO), the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	OCT/2010
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The following Xd item applies to this solicitation:

- ☒
1. There is no Technical Data Package (TDP) included with this solicitation.
- ☐
2. The TDP for this solicitation is on a CD-ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource Locator (URL):

<http://contracting.tacom.army.mil/bidreq.htm>

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

- ☐
3. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

CLIN: n/a

TDP Link (URL): n/a

- ☐
4. The TDP for this solicitation resides within FedBizOpps (<https://www.fbo.gov>), and is associated with this solicitation number. To access the data through FBO:

a. Log on to the FBO web site.

b. Enter your Marketing Partner Identification Number (MPIN).

c. Search for the solicitation number.

d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/>

click on documents and follow instructions provided. Processing time is estimated at three working days after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning,

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or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at <https://www.fbo.gov> www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

C-3      52.237-4000      CONTRACTOR MANPOWER REPORTING (CMR)  
(TACOM)

FEB/2007

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this

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reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]  
M870A4 SEMITRAILER  
DESCRIPTION/SPECIFICATION INDEX

<u>CLAUSE</u>	<u>CDRL</u>	<u>CLAUSE TITLE</u>
C.1	N/A	Vehicle Description
C.2	A042	General Requirements
C.3	A001 thru A004	Configuration Management
C.4	A005	Reserved
C.5	N/A	Safety Engineering
C.6	A006	Safety Assessment Report (SAR)
C.7	A007	Environmental Engineering
C.8	A008 thru A012, A014 thru A020, A032 thru A037	Integrated Logistics Support (ILS) Program
C.9	N/A	Welding Requirements
C.10	N/A	Counterfeit Parts
C.11	N/A	Formal Program Status Reviews
C.12	A019	Conference Agenda
C.13	A020	Conference Minutes
C.14	A021	Logistics Management Information (LMI) Summaries/Warranty Performance Report
C.15	A022	Transportability Report
C.16	A023	Air Transportability Report
C.17	A024	Production Status Reports
C.18	N/A	Contractor Responsibility for Material Release Compliance
C.19	N/A	Federal Retail Excise Tax
C.20	N/A	Applicable Documents

DESCRIPTION/SPECIFICATION

VEHICLES AND REQUIREMENTS

C.1 Vehicle Description. The M870A4 is rated at 40 tons (80,000 lbs) for transport of Engineer Construction Equipment (ECE). This semitrailer is compatible with the M916 series, the M983A2 LET, and the M983A4 LET prime movers.

C.2 First Article Test (FAT) General Requirements

a. Prior to Government First Article Test (FAT) approval (ref. SEC E paragraph E.4.7), the Contractor shall deliver vehicles in accordance with the following:

<u>Vehicle Model</u>	<u>TACOM Purchase Description</u>	<u>Quantity</u>
M870A4 Semitrailer	Automotive Tank Purchase Description (ATPD) 2395C,	1 Shakedown Test Trailer, 1 First Production Vehicle Inspection (FPVI) Trailer

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Attachment 01	5 Production Verification Test (PVT) Trailers 1 Logistics Demonstration/Technical Manual Validation/Verification (LD/TM VAL/VER) Trailer
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b. The Contractor shall produce and deliver in accordance with the delivery schedule and the corresponding data requirements set forth in the Contract Data Requirements Lists (CDRLs), Exhibit A. The ATPD 2395C, Attachment 01 of this contract shall apply to all M870A4 Semitrailers manufactured by the Contractor. The Vehicle Data Sheet, Attachment 03, shall apply to paragraphs C.15 and C.16 of this Description/Specification. Manufacturers Acceptance Spreadsheet & Equipment Control Record Instructions, Attachment 14, shall apply to paragraph C.8.6 of this Description/Specification.

c. The Contractor shall prepare the data item submittals as described in this scope of work and Exhibit A (Data Item Descriptions (DID) and the CDRL.)

d. Data Items shall be submitted in a mutually selected electronic format and software (Microsoft 2007) version. Any one of the following forms may be used.

(1) The Government will establish a M870A4 unique portal in Army Knowledge Online (AKO). AKO is a world-wide web accessible system with capabilities for controlling levels of access. The Government will sponsor Contractor access to the M870A4 portal to allow exchange of data files between designated Government personnel and the Contractor.

(2) E-Mail.

(3) The Contractor may establish a World Wide Web site and allow certain Government representatives access to it.

(4) The Contractor may mail Compact Disc Read-Only Memory (CD ROM) or Digital Versatile Disc (DVD) ROM media.

e. The Contractor shall provide sufficient information to adequately define the technical description of the vehicles provided for FAT. The information provided shall reflect the as built/as delivered configuration of the FAT vehicles. This technical description may be in the form of a drawing tree. The tree shall be from top vehicle drawing to end piece. It shall include major assemblies and sub assemblies. The tree shall identify: drawing number, drawing revision letter, part number, and quantity. An alternative description may be provided, as long as it contains all major assemblies and subassemblies, including the above information; drawing number, drawing revision letter, part number, and quantity. (DI-CMAN-81218, CDRL A042)

f. The Contractor is entitled to obtain test support/services from Major Range and Test Facility Base (MRTFB) installations as Government furnished services. Cost of test support/services will be borne by the Contractor.

CONFIGURATION MANAGEMENT AND DRAWINGS

C.3 CONFIGURATION MANAGEMENT

(DI-CMAN-81253A CDRL A001, DI-CMAN-80639C CDRL A002, DI-CMAN-80642C CDRL A003, DI-CMAN-80640C CDRL A004)

C.3.1 Configuration Management (CM). The Contractor shall establish a CM program for Configuration identification, control, status accounting, verification, audit, and data management of the M870A4 Semitrailers. To maximize return on investment and reduce life cycle costs, the Contractor shall use best practices to implement the technical and program management principles fundamental to CM.

C.3.2 Configuration Management Standards. The Contractor is required to use Government Electronics and Information Technology Association (GEIA) EIA-649-A, National Consensus Standard for Configuration Management; GEIA-859, Data Management; and MIL-HDBK-61A(SE), Configuration Management Guidance, as references for CM and data management.

C.3.2.1 Configuration Identification and Data Management. The Contractor shall perform data management, provide the configuration documentation to document the physical and functional characteristics of the M870A4 Semitrailer, establish baselines for configuration control, and assign product and document identifiers as required by this contract. The Government is the Original Design Activity for all data developed under this contract and, as the Current Document Change Authority (CDCA), is the only entity with decision authority over the M870A4 Semitrailer and respective design data.

C.3.2.2 Data Management. The Contractor shall possess an authoritative product data, engineering or configuration management system and the processes to effectively manage, securely store, release, validate, and track multiple versions and iterations of the M870A4 Semitrailer as-designed, as-integrated, as-built, and as-delivered configuration baselines; this includes management of product structures, product definition documents/data, Contractor test and analysis data, Government Furnished Information (GFI) and other related technical documents.

C.3.2.3 Configuration Status Accounting (CSA). The Contractor shall provide a CSA report in accordance with DI-CMAN-81253A (CDRL A001). This information shall be recorded and maintained by the Contractor for the term of this contract. As applicable, CSA reports shall provide an audit trail for engineering changes, drawings, associated lists and other technical documentation. CSA reports shall include status of changes and deviations, status of resulting action items, effectivity and incorporation status of approved changes and

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-10-R-0086      MOD/AMD</p>	<p style="text-align: center;"><b>Page 24 of 119</b></p>
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deviations. If the option for TDP delivery (ref H.1) is exercised, the CSA reports shall, in addition to the above, provide completion status of draft Initial Release Product Baseline (IRPB) TDP, completion status of final IRPB TDP, Army Ordnance Part Number (AOPN) assignment, and submitted and approved Engineering Release Records (ERRs).

C.3.3 Engineering Changes to the approved Product Baseline. Product baseline is the configuration level of the FAT vehicles at time of Government approval and includes build-to specification for product, process, material specifications, and engineering drawings. The Contractor shall propose changes to the M870A4 Semitrailer product baseline via the submission of Engineering Change Proposals (ECPs) or Requests for Deviations (RFDs) in accordance with the below requirements. Sufficient supporting data to evaluate each proposed change shall be submitted with each request. The Contractor shall e-mail requests for ECP Numbers to the Government Configuration Data Management representative.

C.3.3.1 Engineering Change Proposal (ECP) - Contractor Requested

a. Requirement for Submittal. After the Government provides Production Configuration approval based on the successful completion of FAT, including changes required to correct deficiencies discovered during the First Production Vehicle Inspection (FPVI) and Production Verification Test (PVT), the Contractor shall submit an Engineering Change Proposal (ECP) for any configuration change to the approved baseline for any of the M870A4 Semitrailers which impact form, fit, or function. ECPs shall be submitted for all subsequent changes identified after production start to the end of production. The Contractor shall submit ECPs in accordance with DI-CMAN-80639C (CDRL A002) and Data Delivery Description-Engineering Change Proposal and Value Engineering Change Proposal (DDD-ECP/VECP) Attachment 05, immediately upon determination of a need for such changes. Changes to Computer Aided Design (CAD) data shall be reflected as CAD mark-ups or "preliminary" revisions. Changes to non-CAD data shall be described on a Notice of Revision (NOR) for each affected drawing in the ECP in accordance with DI-CMAN-80642C (CDRL A003) and the Data Delivery Description-Notice of Revision (DDD-NOR) Attachment 06. The Contractor shall not incorporate any ECP into the end item hardware without prior written approval of the Procuring Contracting Officer (PCO).

b. Government Review and Approval. The Government's approval does not constitute final acceptance of the change. The Government may require the Contractor to perform additional tests to verify acceptability of any changes the Contractor proposes and the Government has approved. The Government will determine the extent of testing up to and including a complete FAT. The Government may require additional Environmental Stress Screening (ESS) testing. The Contractor will perform validation tests at no additional cost to the Government. The Government will disapprove changes that will have an unacceptable adverse effect on performance, reliability, maintainability or repair. The PCO will notify the Contractor of the Government's approval of the changes and issue a modification to the contract to incorporate them.

c. Responsibility for Failure Due to Changes. The Governments approval of the Contractors changes does not relieve the Contractor from its responsibility to furnish all items in conformance with the contract performance requirements. The Contractor shall accept full responsibility for any failure in the operation of the equipment that renders the vehicle Not Operational Ready as a result of changes the Government approves.

d. Responsibility for Cost of Changes

(1) The Government shall not be responsible for additional costs to the vehicles, testing or software associated with any changes due to vehicle deficiencies or non-compliance to the contract. Costs for contractor proposed changes to enhance vehicle systems or performance, will be handled thru ECP process and contract modification.

(2) When a change results in reduced costs to the Contractor, the Government may obtain an equitable reduction in contract price. The Contractor must certify cost impacts and the Government may conduct post-changes approval audits.

(3) The Government will not be liable for any cost the Contractor incurs, due to delay in contract performance, as a result of any of the Contractor requests for change.

e. Class II Engineering Changes

(1) Criteria for a Class II Engineering Change are as specified in accordance with DI-CMAN-80639C (CDRL A002) and DDD-ECP/VECP Attachment 05. Activity Guide: Change Classification of MIL-HDBK-61A, dated 7 February 2001 Table 6-2 may be used as a guide.

(2) The Contractor shall submit Class II changes to the Administrative Contracting Officer (ACO) within 5 days of determining the need for a change. The Government will review these changes and the ACO will notify the Contractor of the Governments concurrence or non-concurrence of the proposed classification.

f. Class I Engineering Changes:

(1) Criteria for a Class I Engineering Change are as specified in accordance with DI-CMAN-80639C (CDRL A002) and DDD-ECP/VECP Attachment 05. Activity Guide: Change Classification of MIL-HDBK-61A, dated 7 February 2001 Table 6-2 may be used as a guide.

(2) The Contractor shall submit its ECP within 5 days of determining the need for a change. The ECP package shall



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include the information outlined in accordance with DI-CMAN-80639C (CDRL A002) and DDD-ECP/VECP Attachment 05, to allow the Government to clearly understand the proposed change impact on the configuration item. Each ECP submittal shall include an impact statement addressing all Integrated Logistics Support, MANPRINT, and transportability requirements.

C.3.3.2 Engineering Change Proposal (ECP) - Government Directed

If the Government wants to change the vehicle configuration, the PCO will notify the Contractor by a request for technical and price proposal which the Contractor shall furnish. The Contractor shall submit an ECP package which shall include the information outlined in accordance with DI-CMAN-80639C (CDRL A002) and DDD-ECP/VECP Attachment 05, to allow the Government to clearly understand the proposed change impact on the configuration item. The Contractor's ECP submittal shall include an impact statement addressing all Integrated Logistics Support, MANPRINT, and transportability requirements together with certified cost and pricing data.

C.3.3.3 Configuration Control-Variances. Requests for Deviations (RFDs). Contractors need to temporarily deviate from or waive requirements of the M870A4 Semitrailer during production shall be submitted as RFDs, prepared in accordance with DI-CMAN-80640C (CDRL A004) and the Data Delivery Description - Request for Deviation (DDD-RFD) Attachment 07. RFDs shall be properly classified in accordance with the classification requirements in the DDD-RFD. Critical RFDs are not allowed. Recurring deviations or deviations effecting a change to the product baseline documentation may be rejected by the Government and returned for resubmission as a formal Class I ECP.

C.4 RESERVED

C.5 SAFETY AND ENVIRONMENTAL

C.5.1 Safety Engineering. The Contractor should refer to MIL-STD-882 for guidance. System design and operational procedures that the Contractor shall consider include:

- a. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.
- b. Eliminating or reducing hazards through design and material selection.
- c. Controlling or minimizing hazards to personnel which cannot be avoided or eliminated.
- d. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperatures, chemical burns, electrical shock, cutting edges, or sharp points. All moving parts and pneumatic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.

C.6 Safety Assessment Report (SAR) (DI-SAFT-80102A - CDRL A006)

- a. As a result of the safety analyses, hazard evaluations, and any independent Contractor testing, the Contractor shall perform and document a safety assessment IAW CDRL A006. The safety assessment shall identify all safety features of the hardware, software, system design as well as any inherent hazards. The assessment will also outline any operations and maintenance procedures needed by the test agencies and the system user.
- b. In the event the system is modified or procedural changes made after the final SAR is submitted, the Contractor shall update the SAR to reflect those modifications or changes.
- c. Health Hazard Assessment Report (HHAR). The Contractor shall prepare a HHAR. This report shall identify health hazards and make recommendations concerning engineering controls, equipment or protection procedures to reduce the associated acceptable risk. Issues to be addressed within the report shall include at a minimum: noise, toxic gases (carbon monoxide, ammonia, oxides of sulfur and nitrogen, acrolein), toxic chemicals, ionizing or non-ionizing radiation, and human health effects associated with high or low temperatures (possibly in conjunction with high humidity) which may be exacerbated by the use of the trailer.. Material Safety Data Sheets shall be provided by the Contractor for all chemicals addressed in the SAR (CDRL A006). The HHAR shall be incorporated into or provided as an addendum to the Safety Assessment Report IAW CDRL A006.

C.7 Environmental Engineering (DI-MFFP-81403 CDRL A007)

- a. The Contractor shall use non-hazardous materials to the maximum extent practicable in the manufacture of the M870A4 Semitrailers and shall ensure that all materials used to support the intended use of the vehicles are non-hazardous. All materials and coatings used to enhance the performance of the vehicles should be non-hazardous and degrade over time, or should not have any negative effect on the environment after disposal. IAW FAR 52.223-3 Hazardous Material Identification and Material Safety Data, the Contractor must list any hazardous material to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number.
- b. Comprehensive Corrosion Management Plan (CMP). The Contractor shall submit a CMP detailing design, material

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selection, construction, coatings, processes, quality control, validation testing, exemption list, and sustainment and maintenance practices for the systems service life IAW CDRL A007.

INTEGRATED LOGISTICS SUPPORT (ILS)

C.8 Integrated Logistics Support (ILS) Program

The Contractor shall plan, manage, and execute an ILS program for the M870A4 Trailer.

C.8.1 ILS Program Objectives

- a. Analyze the Logistics support requirements of the M870A4.
- b. Develop M870A4 Logistics Management Information (LMI) which includes: Parts Provisioning data, Technical Manuals, Training Data and Packaging data (IAW CDRLs A009 thru A012, A014 thru A018, and A032 thru A037. The Contractor shall update the LMI based on test and Logistics Demonstration test results.
- c. Support test of the M870A4 LSI by supporting the M870A4 Hardware tests and Logistics Demonstration and Technical Manual Validations and Verifications.

C.8.1.1 In meeting these objectives, the Contractor shall be responsible for planning, managing and ensuring ILS considerations are an integral part of the overall system development effort.

C.8.1.2 Logistics In-Process Reviews (IPRs). The Contractor shall host at their facility and support a series of Logistics IPRs reporting progress on logistics products development, present logistics products for review and discuss and track issues and actions items for resolution. The Contractor shall have available supportive material and maintenance rationale for all logistics data presented for the Governments review. The initial IPR shall be held on or about 30 calendar days after contract award. Subsequent reviews shall be held on a quarterly basis. The Contractor shall provide a meeting place, administrative support, office equipment and clerical support as required until all required data is delivered and approved. Contractor shall provide minutes and action items as required by CDRL A020.

C.8.2 Logistics Analysis

C.8.2.1 The Contractor shall conduct logistics and maintenance analysis on the M870A4 IAW Attachment 04, its assemblies, sub-assemblies, spare parts, kits and tools to define maintenance activities that support the maintenance concept. This analysis shall be the basis for the M870A4 Maintenance Plan (Maintenance Allocation Chart (MAC)) to be placed in the M870A4 Technical Manuals. This analysis shall be the basis for developing Parts Provisioning Documentation, Technical Manuals, Training and Packaging products. All Maintenance Planning shall be done using the Armys Two Level Maintenance concept.

C.8.2.2 Maintenance Task List. The Contractor shall analyze the M870A4 design and identify all the Operator and Maintenance tasks required to operate, service and maintain the M870A4. The Contractor shall prepare an Operator and Maintenance task list in a Microsoft Office or compatible spreadsheet format IAW CDRL A008. The spreadsheet shall contain at a minimum, the task title, maintenance level to perform the task, predicted task time and special tools identified. The Contractor shall present and deliver the completed task list for review at the second Logistics IPR (Approximately 120 DAC). The Contractor shall assign maintenance procedures and provisioning codes based on the approved task list.

C.8.3 Logistics Package Development

C.8.3.1 Parts Provisioning Documentation

C.8.3.1.1 The Contractor shall develop a provisioning program for the M870A4 with data IAW Attachment 8, Logistic Management Information (LMI) Data Product Delivery, and also CDRLs A009 thru A011. The Provisioning Program shall contain all data for the assemblies, sub-assemblies, spare and repair parts and kits to include Component of End item (COEI), Basic Issue Item (BII), Additional Authorized Items (AAL) and Special Tools required to support the M870A4.

C.8.3.1.2 The Contractor shall brief a provisioning performance schedule at the Initial Logistics IPR (Approx 30 DAC). This schedule shall provide an estimate of the number of items to be provisioned and the number of conferences that will be required. The maximum number of items at any Provisioning Review shall be 1500 line items; the minimum shall be 400 line items. The final conference will include all changes resulting from Hardware Test.

C.8.3.1.3 The Contractor shall present Provisioning Data to the Government starting with the second Logistics IPR (Approx 120 DAC). The Contractor shall correct the provisioning data based on the Governments review comments and deliver the corrected Provisioning Data to the Government within 30 calendar days after receiving comments. The Contractor shall continue to present M870A4 provisioning data until all M870A4 parts have been provisioned IAW CDRLs A009, A010, and A011.

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C.8.3.1.4 Logistics Management Information Products/ Supplementary Provisioning Technical Documentation (SPTD)/Drawings. The Contractor shall have available at each Logistics Review two hard copies SPTD - drawing for each item on the Provisioning Parts List (PPL) for PM-HTV Logistics representatives review IAW CDRL A010. The Contractor shall also have available and deliver installation and assembly drawings needed to establish the relationship between individual assemblies and piece parts.

C.8.3.1.5 Logistics Management Information Summaries/Pre-Procurement Screening. The Contractor shall conduct pre-procurement screening for each item on the PPL for standardization or NSN identification of all P source-coded items. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. Drawings are not required for items accompanied by a copy of pre-procurement screening which indicates the item has a valid National Stock Number (NSN). (CDRL A011)

C.8.3.1.6 Next Higher Assembly (NHA) Provisioning Line Items Sequence Numbers(PLISNs) and Overhaul Quantities(OVHL QTY)

- a. NHA PLISNs and OVHL QTY are used to identify and forecast repair parts requirements for all assemblies/subassemblies/components. OVHL QTY is the estimated number needed to support overhaul of 100 NHA.
- b. The Contractor shall enter with each LMI Data Product the NHA Genesis. The Contractor shall identify, at a minimum the immediate NHA PLISN (Hardware), the NHA of the XC (Logistics Control Number identification) and the End Item PLISN with the proper Indicator Code and overhaul quantities for each item identified as a NHA having a Source Code of P. For non-P coded items only the NHA and Indicator Codes are required.

C.8.3.1.7 Provisioning data presentation and delivery requirements. The Contractor shall have data available for each Provisioning review:

- a. Two hard copies of the Contractor's LMI Data Product. LSA-036 Summary (PPL) format are acceptable IAW (DI- ALSS-81529, Attachment 8 and CDRL A009). For guidance see MIL-STD-1388-2B, LSA-036 summary.
- b. Two copies of drawings or tech data for each part listed on the LMI Data Product Report that does not have an NSN IAW CDRL A010(DI-ALSS-81529). For guidance see Supplementary Provisioning Technical Documentation (SPTD) DI-V-7000A.
- c. A copy of the Contractor's Pre-Procurement Screening results IAW CDRL A011. For guidance see DI-V-7016F.
- d. The Contractor shall ensure that all submitted LMI Data Products are compatible with our Logistics Modernization Program (LMP)
- e. Upon completion of all Government identified corrections, the Contractor shall deliver all provisioning data from the completed conference as follows:
  - (1) The Government approved drawings shall be in PLISN sequence to include all approved vendor Commercial and Government Entity (CAGE) Code typed, stamped or written legibly with an authorized signature and date cited on all drawings. Text on all drawings shall be in the English Language. The drawings shall be submitted on a CD in Adobe Acrobat.pdf file, or some other software product format to which the Government agrees, 30 calendar days after completion of each Logistics and Provisioning Review IAW CDRL A010.
  - (2) The Contractor shall present and deliver provisioning drawings (SPTD) for item(s) that do not currently have a valid NSN. The Contractor shall also deliver installation and assembly drawings that show the relationship between the end item or repairable component and the provisioned parts. The Contractor shall not create new drawings for this effort but shall provide the best available drawing(s) and documentation for each part.
- f. The Contractor shall correct deficiencies within 10 calendar days after the Government notifies the Contractor of noted problems.

C.8.3.2 Publications Program

C.8.3.2.1 General. The Contractor shall create a Department of Army (DA) format Technical Manual to support the M870A4. This Manual shall include operators instructions, Field Maintenance instructions and a Repair Parts Special Tools List (RPSTL). The M870A4 Manual shall be developed in accordance with MIL-STD-40051. The manual shall be prepared and delivered in Hard Copy (paper) and Electronic Technical Manual (ETM) (CD) form. The Contractor shall develop and deliver a Preliminary draft of the M870A4 manual at the third Logistics IPR. The Preliminary Draft M870A4 Technical Manual Series shall be delivered in hard copy (paper copies) and Computer Disk (CD or DVD)IAW CDRL A012.

C.8.3.2.2 Delivery of M870A4 Technical Manuals. In completing this effort the Contractor shall deliver M870A4 technical manuals as follows and IAW CDRL A012:

C.8.3.2.3 Technical Manual Validation. The Contractor is required to perform 100% Hands On Validation of the accuracy and usability of the publication deliverables. The Government has the right to review validation records and witness validation processes. The Government has the right to verify all publication deliverables. The Government does not intend to edit all materials at every review, but relies

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on complete, careful editing and review by the Contractor. If there are indications that the Contractor has performed incomplete or inadequate internal Quality Assurance reviews of the material in the Technical Manuals, the Government may elect to perform additional reviews and/or return products for rework.

C.8.3.2.4 Technical Manual Verification. The M870A4 Technical Manual will be tested by the Government at a Logistics Demonstration and Verification. The Contractor shall deliver the Logistics Demonstration (LOG DEMO)/Technical Manual (TM) Validation & Verification (VAL/VER) Trailer to the Government not later than (NLT) 270 days after contract award. The LOG DEMO/TM VAL/VER shall begin NLT 7 days after delivery of the LOG DEMO/TM VAL/VER Trailer, and shall be completed within 60 days. The Contractor shall make all identified corrections identified at Verification, Logistics Demo and hardware Test to the M870A4 Manuals.

C.8.3.2.5 Technical Manual. The Contractor shall deliver a corrected draft M870A4 technical manual within 30 calendar days after the conclusion of the Logistics Demonstration and/or Technical Manual Verification. The Government will make a final review of the Technical Manual and the Contractor shall make any final corrections within 30 calendar days of final comments. The Contractor will then deliver a final M870A4 Technical Manual in ETM format and Paper. This ETM shall be developed and delivered as an "intelligent" linkable .pdf file. The Contractor shall deliver all word processing files, i.e. MS Word for Windows or equivalent as well as CGM or TIFF illustration files used to generate the manual (CDRL A012). After validation of the TMs, the Government will provide paper copies of the Operators manual, Field Maintenance Manual and RPSTL to be over packed with every trailer.

C.8.3.3 Training Product Development

C.8.3.3.1 General. The Contractor shall create training course material for Government and Contractor Personnel on Operation/ Operator Maintenance, Field Level Maintenance (FLM). All maintenance training shall include Operator Familiarization Training up-front as part of the training course. All maintenance training shall also include repair and troubleshooting of components and systems of the M870A4. The Contractor shall also include a trailer preservation training lesson(s). These lesson(s) shall depict M870A4 preservation techniques for; a) short-term storage, b) long-term storage, and c) shipment overseas.

C.8.3.3.2 Training Deliverables:

C.8.3.3.2.1 Training Support Package (TSP). The Contractor shall produce a M870A4 TSP in accordance with (IAW) TRADOC Reg 350-70 and IAW CDRL A032. Any deficiencies found by the Government shall be corrected by the Contractor, at no additional cost to the Government, within 30 Days after Government notification of deficiencies or corrections. The Government will review, recommend changes, and serve as the final approving authority for the TSP.

C.8.3.3.2.2 Instructor Guide. The Contractor shall provide Instructor Guides for Operator and Field Level Maintainer New Equipment Training (NET) and Instructor & Key Personnel Training (I&KPT) courses. The format of the Instructor Guides shall be IAW TRADOC Regulation 350-70. (CDRL A033).

C.8.3.3.2.3 Student Guide. The Contractor shall provide Student Guides for Operator and Field Level Maintainer NET and I&KPT courses. The Student Guides shall be formatted IAW TRADOC Regulation 350-70. Each student shall receive a hard copy and electronic copy of the Training Guide at the start of each required training effort in this contract IAW CDRL A034.

C.8.3.3.2.4 Each student shall receive a Training Course Completion Certificate, in the Government Furnished Information (GFI) format. Criteria for successful completion of each course and Certificate award shall be mutually agreed to between the Contractor and the Government. The Contractor shall deliver a student roster and student critique sheets for each student in class to the Government POC IAW CDRL A014.

C.8.3.4 Packaging Development

C.8.3.4.1 The Contractor shall develop and provide packaging data for all items identified during the provisioning process with a Source, Maintenance & Recoverability (SMR) code beginning with P that meet any one of the following criteria: Source of Supply (SOS) Code equal to "AKZ"; Recoverability code not equal to "Z"; Essentiality Code equal to "A","C","D","H" or "S"; Consumable Repairable Indicator Code equal to "R"; or CAGE Code equal to "19207". Items with assigned Contractor and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development. Also excluded are items for which the TACOM Packaging Office already has packaging data. Packaging shall be developed in accordance with (IAW) MIL-STD-2073-1D and all items shall be classified as a selective group item or special group item. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. Extendible Shelf Life packing data shall be submitted IAW CDRL A015. The Contractor shall complete verification and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items IAW CDRL A040.

C.8.3.4.1.1 Selective group: Items classified as Selective group shall not have a unit pack weight exceeding 40 pounds and shall not have a dimension greater than 40 inches. In addition, the unit packs length and girth combined will not exceed 84 inches. A Select group item must not require disassembly for packaging. Reconfiguration for packaging of Select items is limited to folding or coiling. Items will not be classified as Select if they are repairable, recoverable, contain hazardous material, or if assigned a shelf life.

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C.8.3.4.1.2 Special group: Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. Items excluded from the Selective group will be classified as Special group items. This includes kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.8.3.4.1.3 Special Packaging Instructions (SPI): The Contractor shall develop a SPI for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be IAW MIL-STD-2073-1D and CDRL A036.

C.8.3.4.1.4 Logistic Management Information (LMI) Data Products - Packaging: The contractor shall make LMI packaging data and provide for the entry of information to the Governments data repository. At the contractors request, the Government may provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products. The Contractor shall develop, maintain and update packaging data IAW MIL-STD-2073-1D and CDRL A035 including attachments.

C.8.3.4.2 Validation Testing of Packaging: Validation testing of Special group items shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing may be limited to Test Schedule A and Test Schedule F. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is undamaged. Validation report shall be submitted concurrently with SPI submittal and in accordance with CDRL A037.

C.8.3.4.3 Shipping and Storage Instructions (SSI): Contractor shall develop Shipping and Storage Instructions (SSI) for the system. Contractor shall include requirements for disassembly procedures to meet clearance requirements for land, air, and sea shipments. Procedures shall ensure an option for drive-on/drive-off capability. Packaging requirements for BII and COEI shall be developed by the Contractor. BII shall be packed separate from COEI. HAZMAT (if applicable) will be packaged and shipped separately in accordance with CFR Title 49. Contractor shall ensure the stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling. The Contractor shall revise the SSI to reflect design changes that affect the systems shipment configuration, weight, or transportability. The Contractor shall also provide revisions to the SSI for each provisioning change affecting packaging of BII or COEI. Report shall be formatted and delivered in accordance with CDRL A036, Special Packaging Instructions (SPI).

C.8.3.4.3.1 Short term transport/storage instructions: Short term transport/storage (180 days maximum in a warehouse) for application when items are in transport. Short term shipping and storage processing instructions shall be sufficient to protect the items when they are intended for immediate use.

C.8.3.4.3.2 Long term storage instructions: The Government will use these instructions to prepare a system for open storage for a period of up to two years. The contractor shall ensure these instructions include any cyclic maintenance/exercising requirements necessary to prevent the system from deteriorating due to inactivity.

C.8.3.4.3.3 Validation of Shipping and Storage Instructions (SSI): The Government will determine if all or selected portions of the SSI shall be validated to determine the adequacy of the trailer preservation procedures. Primary considerations will be given to the complexity and/or uniqueness of the process and/or materials involved. A Government Logistics representative may attend and witness Contractors validation. Validation report shall be in accordance with CDRL A037.

C.8.3.4.3.4 For each approved design and logistical change affecting shipment configuration, weight and transportability, the Contractor shall revise the Shipping and Storage Instructions (SSI) and update the applicable TM.

**C.8.4.1 System Support Package**

C.8.4.1.1 The System Support Package (SSP) is a pre-positioned composite package of support resources that is used for Logistics Demonstration and Hardware test site support. All items that comprise a SSP shall be the same configuration and source used on the production vehicles.

C.8.4.1.2 The Contractor shall prepare and provide an SSP List, which lists all system support requirements for technical manual verification/Logistics Demonstration site in support of the M870A4 IAW CDRL A017. For guidance see DI-ILSS-80532.

C.8.4.1.3 The Contractor shall assemble and furnish the SSP to the Logistics Demonstration and Hardware Test Sites. The SSP and SSP list shall consist of, as a minimum, the following:

a. Spare parts. All SSPs shall contain a sufficient amount of parts to meet the requirements arising from scheduled maintenance, mandatory replacement items and items that are most likely to be consumed or broken during any disassembly or assembly process (such as seals and gaskets) or the conduct of test.

b. Equipment Publications. The most recent M870A4 Technical Manual shall be identified on the SSP list and be included in the SSP. When

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changes and updates are made to any publication during testing or TM Verification/Logistics Demonstration, the Contractor shall provide them to the Government for approval and forwarding to the appropriate site(s).

c. BII and COEI. BII as required by the specification and BII/COEI as required by the Contractor's design shall be identified on the SSP list as well as included in the SSP.

d. Expendable Supplies. Expendable supplies such as oils and lubricants shall be identified on the SSP list and be made available at the LD/TM Verification site. Only unique products, not military standard, shall be included in the SSP.

**C.8.5 Logistics Fielding**

**C.8.5.1 Training Class Presentations:**

The Contractor shall support M870A4 training classes for Government Testing, LD/TM Verification, Instructor and Key Personnel Training (I&KPT). All M870A4 training schedules shall be as mutually agreed to between the Contractor and the Government Logistics POC.

C.8.5.1.1 Government Testing Training: The Contractor shall conduct the following classes at each Government test site prior to commencing FAT:

- a. One (1) each Operator/Maintainer class not to exceed four (4) hours in duration.
- b. One (1) each Field Level Maintenance (FLM) class not to exceed twelve (12) hours in duration.

C.8.5.1.2 Logistics Demonstration Training: The Contractor shall conduct the following class at the Contractors facility 390 DAC:

- a. One (1) each M870A4 familiarization class not to exceed four (4) hours in duration.

C.8.5.1.3 I&KPT: The following classes shall be conducted at the Contractors facility 45 days after FAT Approval:

- a. One (1) each Operator/Maintainer class not to exceed four (4) hours in duration.
- b. One (1) each FLM class not to exceed twelve (12) hours in duration.

C.8.5.1.4 Class Size: Class size for above training efforts shall not exceed twelve (12) students each.

C.8.5.1.5 Number of Instructors: Each class conducted shall be supported by two (2) M870A4 qualified instructors. Each instructor shall also have proof of instructor certification from a Government Service Branch or from a TACOM approved Instructor Certification Program or from a College Institution.

C.8.6. Equipment Control Record, DA Form 2408-9 shall use the spreadsheet file (Attachment 14) to create Form 2408-9 logbook forms and logbook files to submit to Logistics Support Agency (LOGSA) and TACOM. Attachment 14 includes instructions for completing the file and printing the 2408-9 forms. The Contractor shall email the files to the Government recipients based on the instructions and insert the actual copy of the 2408-9 form in the vehicle log book binder with each vehicle shipment. (CDRL A018).

C.9 Welding Requirements. The welding procedures and the welder qualification shall be in accordance with American Welding Standards (AWS) for applicable base metal. The Contractor shall impose these requirements on its Subcontractors in accordance with E.2.4.

C.10 Counterfeit Parts. The Contractor shall establish, implement and maintain documented procedures which shall identify and preclude the use of counterfeit parts in production and shall impose similar requirements on its Subcontractors.

**CONFERENCES**

**C.11 Formal Program Status Reviews**

\_\_\_\_\_a. Start of Work Meeting.

- 1)In conjunction with the Logistics IPR referenced in paragraph C.8.1.2 above, the Contractor shall host a SOW meeting no later than 30 days after contract award at the Contractors facility. Arrangements for this meeting shall be made between the contractor and the Administrating Contracting Officer (ACO) who will coordinate with the PCO. The primary purpose of the meeting is for the Contractor to brief the contract performance plan (both hardware and data items) and provide a forum for the Government to answer questions concerning specific requirements.
- 2) The Contractors presentation for engineering items, configuration management and quality shall contain a detailed description of the procedures, actions, events and organization the Contractor intends to employ to accomplish the mission.

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b. Other Program Reviews.

The Contractor shall prepare and present semi-annual Program Reviews alternately at the Contractor's facility and the Government's Warren, MI facility. The exact date of each meeting shall be mutually agreed upon by the Contractor and the Government. At a minimum, the topics shall include: production status, work effort status, logistics, engineering, schedule, test progress, quality, contracting, and corrective actions. The Contractor shall prepare meeting minutes and include identification of items requiring specific actions, response dates and responsible organization. Other Government agencies and contractors may be in attendance.

C.12 Conference Agenda  
(DI-ADMN-81249A - CDRL A019)

The Contractor shall prepare conference agendas IAW CDRL A019 prior to the Start of Work (SOW), IPRs, Formal Program Status Reviews, and other meetings between the Government and Contractor at the Governments request. The agendas will be comprised of topics mutually agreed to by the participating parties and shall be submitted at least 10 days prior to the start of the meeting/conference.

C.13 Conference Minutes  
(DI-ADMN-81250A - CDRL A020)

The Contractor shall prepare minutes of meetings IAW CDRL A020 for the Start of Work, Logistics IPRs, Semi-annual Program Reviews and special meetings for which an agenda has been developed

C.14 Logistics Management Information (LMI) Summaries/Warranty Performance Report  
(DI-ALSS-81530 - CDRL A021)

The Contractor shall submit a warranty report IAW CDRL A021 in the Contractor's format which describes the summary of warranty activity for three month periods and provides data indicating the part number involved, nomenclature, short description of the problem, number of claims in descending order and costs.

C.15 Transportability Report  
(DI-PACK-80880A - CDRL A022)

The Contractor shall submit a separate Transportability Report IAW CDRL A022 for the M870A4 which includes data on recommended procedures for positioning and securing the Semitrailer for transport by trailer and rail car, slinging and lifting the trailers, and procedures, man-hours and all tools required for any disassembly necessary for shipment by highway, rail and marine.

C.16 Air Transportability Report  
(DI-PACK-80932 - CDRL A023)

The Contractor shall provide an Air Transportability report IAW CDRL A023.

C.17 Production Status Reports  
(DI-MGMT-81255 CDRL A024)

The Contractor shall submit weekly reports IAW CDRL A024. The Production Status Report shall provide all hardware build and delivery information for the entire contract quantity.

C.18 Contractor Responsibility for Materiel Release Compliance

a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142, Materiel Release, Fielding, and Transfer, and obtain formal "Materiel Release" prior to introducing a new item for use by active Army units, and that the end item required qualifies as a "new item." In addition to the actual test items provided by the Contractor to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Materiel Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a materiel release. A significant, critical part of the support for the materiel release is based on data and information provided under this contract.

b. Failure to provide timely and accurate information and hardware as required by the contract which is necessary for the materiel release process will constitute a default within the meaning of FAR 52.249-8, and furthermore, shall be cause for rejection of hardware end items required hereunder IAW the inspection article of the contract. Acceptance of hardware end items will not proceed until the contractor fully complies with all data requirements under the contract necessary to complete a full AR 700-142 Materiel Release. Furthermore, any contractually authorized or other delay in delivery of data and information will be accompanied by a corresponding delay, at the Government's option, in delivery of hardware items, such that the interval between the delivery of data and information and the hardware end item is maintained as originally written.

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c. Failure to deliver information and data as required will trigger withholding under the "Limitation on Withholding of Payments" clause (FAR 52.232-9) in the amount of \$250,000.00 for each deliverable not accepted per the contract.

C.19. Federal Retail Excise Tax (FRET) Expenses.

FRET Calculations: The contractor shall use Title 26 of the United States Code when calculating FRET amounts and applicability.

C.20 APPLICABLE DOCUMENTS. The contractor shall utilize the most recent versions of all data items, regulations, specifications, and standards listed throughout this contract. Data items can be found at: <https://assist.daps.dla.mil/quicksearch/>.

\*\*\* END OF NARRATIVE C0001 \*\*\*



<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-10-R-0086      <b>MOD/AMD</b></p>	<p><b>Page 33 of 119</b></p>
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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 1 Each

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with [\\*HYPERLINK "https://www.ippc.int/servlet/BinaryDownloaderServlet/133703\\_ISPM15\\_2002\\_with\\_Ann.pdf?filename=1152091663986\\_ISPM\\_15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703"](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703) ISPM15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

#### D.1 PRESERVATION AND PACKAGING

D.1.1 Trailers. All trailers shall be shipped in Tow-Away/ Drive- Away configuration, IAW Federal Motor Carrier Safety Administration standards, and may be stacked for shipment. Shipping documentation shall contain the contract number, the trailer serial number and the trailer registration number.

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D.1.2 Repairable Items. The Contractor shall preserve and package all repairable items in accordance with the approved packaging data as generated and submitted by the Contractor (IAW CDRL A035) and approved by the Packaging Manager.

D.1.3 Software, Technical Data, Reports. Required software, technical data, and reports delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival to the destination without damage to contents.

D.1.4 Consumable items, Training Aids, System Support Packages(SSP) and Special Tools scheduled for shipment shall be preserved and packaged by the Contractor to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, or placed into storage for a period of one (1) year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging.

D.2 MARKING

D.2.1 All software, technical data, and reports referenced in Paragraph D.1.3 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.2 Foreign Military Sales (FMS) Trailer Markings for Shipment. In the event the Government procures M870A4 Semitrailers for Foreign Military Sales, the Contractor shall apply shipping labels and markings IAW MIL-STD-129 to each semitrailer prior to shipment.

D.2.3 Trailer Markings for Non-FMS Shipments. For all non-FMS M870A4 Semitrailers having a final shipping destination either within the Continental United States (CONUS) or Outside Continental United States (OCONUS), the Contractor shall apply shipping labels, passive RFID tags, and markings IAW MIL-STD-129 to each semitrailer prior to shipment.

D.3 LOADING, BLOCKING, AND BRACING

D.3.1 Damage that occurs to any deliverable prior to final acceptance shall be repaired and replaced by the Contractor at no cost to the Government. Contractor shall be liable for payment of any damage to a unit caused by the failure to load, block, and brace IAW acceptable standards set forth herein.

D.3.1.1 Test vehicles shall be shipped to and from test sites IAW paragraph D.1.1.

\*\*\* END OF NARRATIVE D0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.209-4333 (TACOM)	INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)	APR/2006

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with ATPD 2395C and Section E of this solicitation.

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

E-6	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- [ ] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- [ X ] ISO 9001:2008 (untailored) or comparable quality system
- [ ] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

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In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

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E-7                      52.211-4016                      CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND                      DEC/2005  
ALUMINUM SURFACES

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490.

Corrosion resistance tests on steel substrates will be conducted on a monthly basis using two test coupons. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be available for review at the applicator's facility.

The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment and painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification.

Re-qualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

(b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, method b 6 cut pattern. minimum tape adhesion rating of 45 oz. per inch of width) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

For information purposes:

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) has hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

(e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. The CARC painted surface shall be free of any blisters, pores or coverage voids.  
(End of Clause)



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FIR should be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and/or manufacturing changes that impact the FIR, during the entire contract period. The contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

- (b) Deficiencies disclosed during inspection by the contractor shall be described in writing and included as part of the FIR.
- (c) If the contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, s/he must obtain written approval from the contracting officer prior to employing any other form for this purpose.

[End of Clause]

E-11	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000
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(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

- (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

- (3) ALL REQUESTS MUST -
  - identify the test(s) you want deleted;
  - state the basis for your request;
  - include a list of configuration changes made;
  - demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
  - include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
  - include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-12	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

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**Name of Offeror or Contractor:**

INSPECTION POINT:

(Name) (CAGE)

(Address) (City) (State) (Zip)

ACCEPTANCE POINT:

(Name) (CAGE)

(Address) (City) (State) (Zip)

[End of Clause]

E-13 52.246-4041 FIRST PRODUCTION VEHICLE ACCEPTANCE  
(TACOM)

APR/2000

(a) First Production Vehicle Inspection (FPVI). At least 20 calendar days prior to submission of the First Production Vehicles for inspection, you shall notify the Administrative Contracting Officer, Procuring Contracting Officer, and the Product Quality Manager of the time and location of the inspection so we may witness and participate in the inspection. You shall make available to us any record of inspections and tests which have previously been conducted on the FPVI vehicles and their components.

(b) FPVI Report. You shall document the results of the FPVI test in your own format. The results of the FPVI test shall be in sufficient detail for separate formulation of conclusions by interested parties not witnessing the test/inspection. You shall address deficiencies discovered and corrective actions taken.

(c) FPVI Re-Inspection. If we reject the FPVI, you may be required at our option to repeat any or all of the FPVI. After notification of the additional inspection, you shall make any necessary changes, modifications, or repairs to the First Production Vehicles. We have the option to select another production vehicle for FPVI in lieu of the original FPV. Upon completion of additional inspection(s), you shall again document the test results.

(d) Vehicle Restoration. Upon completion of testing such as Shakedown Test, Product Verification Test and/or Follow-on Production Test, you shall restore these vehicles to a like new condition.

[End of Clause]

E-14 52.246-4048 DRAWINGS FOR INSPECTION  
(TACOM)

AUG/2007

When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

E.1 Quality System. The Contractor shall establish, implement, document and maintain a Quality Management System (QMS) that ensures conformance to contractual requirements. The Contractor shall implement the requirements of ANSI/ISO/ASQ 9001-2008 or an equivalent quality system. The organization shall establish and maintain a Quality Manual (QM) IAW CDRL A013. The Government reserves the right to conduct Second- or Third-Party audits of the Contractors quality system as part of the review of the Contractors program which may include determination of compliance to the International Standard or equivalent.

E.2 Quality Requirements.

E.2.1 Inspection Records. Inspection records of the examinations and tests (either in-process or end item) performed by the Contractor shall be kept complete and available to the Government for a period of four (4) years following completion of the contract.

E.2.2 End Item/Component Inspection. The Government reserves the right to inspect end items or any parts and components used during manufacturing processes, and reject such material that does not conform to contractual requirements. Such inspections by the Government



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**Name of Offeror or Contractor:**

may be performed at the Contractors predetermined inspection stations. The Contractor shall correct all deficiencies detected during any Contractor or Government inspection (end item or in-process), at no cost to the Government. During any Government inspection, the Contractor shall provide inspection assistance upon request.

E.2.3 Inspection Equipment. The Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to ensure that all required components conform to contract requirements. All Contractor furnished inspection equipment shall be available for Government use on or before the start of production. The Government will not furnish any inspection equipment under this contract. The Contractor shall make inspection equipment available to the Government representative during Government in-process or end item inspection. Upon completion of the inspection by the Government representative, all inspection equipment will be returned to the Contractor. The Government reserves the right to use inspection equipment at any time during the performance of the contract.

E.2.4 Welding.

E.2.4.1 Welding Requirements. The Contractor shall ensure that all weldments meet the design and fabrication requirements in American Welding Society (AWS) standards applicable to the base metal. The Government reserves the right to inspect welds and welding procedures, welder qualification records, maintenance and calibration records on welding equipment, and to review any concerns with the Contractors engineers at any time during performance of the contract.

E.2.4.2 Welder Qualification. Before the Contractor or their suppliers assign any welder or operator to perform manual, semi-automatic, or automatic welding, the Contractor shall ensure that all welding equipment used in the performance of this contract has been certified and that the Contractors welders and operators have passed qualification testing as prescribed in the applicable qualification standard established by the AWS standards applicable to the base metal. All welders shall be re-qualified to AWS standards prior to welding under this contract if certification is older than six (6) months from start of work.

E.2.5 Final Inspection Records (FIR).  
(DI-QCIC-81068 CDRL A025)

E.2.5.1 FIR Preparation.

E.2.5.1.1 The Contractor shall prepare a Government-approved FIR, in Contractor format, for each end item produced IAW CDRL A025. The FIR should be organized to be compatible with assemblies, installation, end item performance, Government inspection and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during production through final inspection. The draft and final versions of the FIR will be reviewed by a Government Quality Representative; a response will be provided to the Contractor within 15 days of submission. If the FIR is not approved, the Contractor has 10 days to revise and resubmit for Government approval.

E.2.5.1.2 The FIR shall list each vehicle characteristic and function inspected to verify the item conforms to contract requirements and is free of any defects. As a minimum, the FIR shall have blocks for the inspectors initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Deficiencies discovered and corrective actions applied during inspection by the Contractor shall be described in writing and included as part of the FIR. Final review and acceptance shall be indicated by a signature block containing the full name and title of the company official rendering approval. The Contractor shall submit the completed and certified copy of the FIR to the Government inspector with each item inspected and offered for acceptance by the Government.

E.2.5.2 FIR Updates. The FIR shall be continually updated to reflect all engineering and manufacturing changes that impact the FIR. If the Contractor determines that the Government-approved FIR is not appropriate for final inspection of the end item for any reason, the Contractor must obtain written approval from the Procuring Contracting Officer prior to employing any other form for this purpose.

E 2.6 Certifications.

E.2.6.1 All certifications provided by the Contractor shall include appropriate supporting documentation such as: test data, material analysis, drawings, purchase orders, and specifications. In the event that particular certifications are not acceptable to the Government, the Contractor shall conduct additional examinations and tests and provide additional documentation to verify conformance at no additional cost to the Government.

E.2.6.2 The Contractor shall provide a new or updated certification whenever a change is made in the:

- (1) Process used to provide a certified product.
- (2) Legal requirement for a standard of a certified product.
- (3) Supplier of a certified product.
- (4) Event of a new contract/rebuy.

E.2.6.3 Subcontracting does not relieve the Contractor from providing all the necessary supporting documentation for all certifications provided to the Government.

E.2.6.4 Process Certification. Process certifications shall include a written description of the process, the methods established to

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determine the process is in control, the written instructions to those that conduct and assure the process with the title(s) of the individual(s) responsible for assuring the control of that process where it is manufactured into the product.

E.2.6.5 Material Certification. Material certifications shall include a copy of the material analysis. If the material is made by a subcontractor, a copy of the purchase order is also required.

E.2.6.6 Test Certification. Test certifications shall be prepared per the following information: drawing number; test/product specification title, number and edition; the grade or type for which the product was tested; the number of specimens/samples tested; the requirements; the actual results obtained; and copies of purchase orders for subcontracted products. Subcontracting does not relieve the Contractor of providing the above information as part of the certification.

E.2.6.7 Compliance Certification. Compliance certifications shall include, as a minimum, a written description of when and how compliance was achieved.

E.2.7 Process Audits. The Government will conduct periodic process audits at the Contractors facilities to evaluate the effectiveness of processes used in fabricating vehicles for delivery under this contract within the Contractors total quality system. Additionally, the Government may request an audit or participate in Contractor conducted quality audits (quality system, product, and process) of its subcontractors and key suppliers.

E.3 Shakedown Test.  
(DI-NDTI-80809B CDRL A026)

E.3.1 Prior to First Production vehicle Inspection and Production Verification Testing, the Contractor shall conduct a Shakedown Test. The Contractor shall submit the proposed test site and test plan to the Government for approval no later than 45 DAC. The test shall be conducted on one (1) M870A4 trailer with full payload (dummy payload) IAW the Operational Mode Summary/Mission Profile (OMS/MP) (reference ATPD 2395C Attachment 01) for 1,000 miles. The Government reserves the right to witness the M870A4 1,000 mile Shakedown Test. This includes Contractor inspection of the M870A4 Shakedown Test vehicle.

E.3.2 Shakedown Test Failure. Failure of the M870A4 to meet any contractual requirement, specification requirement, design, welding or workmanship requirements during the Shakedown Test shall be cause for rejection of the Shakedown Test trailer. Any deficiencies found as a result of the Shakedown Test shall be prima facie evidence that all vehicles are similarly deficient, unless evidence to the contrary is furnished by the Contractor and such evidence is acceptable to the Contracting Officer. Correction of deficiencies shall be accomplished by the Contractor at no cost to the Government on all trailers produced under the contract. In the event of a Shakedown Test failure, the Contractor may be required to repeat the entire Shakedown Test at no cost to the Government.

E.3.3 Shakedown Test Report. The Contractor shall prepare a Shakedown Test Report IAW First Article Test Report (FATR) Contractor Test provision of 52.209-4333 (TACOM) contained in this solicitation. The Contractor shall record and classify each deficiency under one of the following categories:

- (1) Informational
- (2) Minor (any condition found which while possibly less than desirable to the end user of the product, does not adversely affect its required marketability, salability, form ,fit, or function and is unlikely to result in its return to the source from which it was purchased)
- (3) Major (any condition found adversely affecting the products marketability and salability or adversely affecting its required form, fit, or function, and which is likely to result in the user returning it to the source from which it was purchased for replacement or refund)
- (4) Critical (any condition found which poses the possibility of causing injury or harm to, or otherwise endangering the life or safety of the end user of the product or others in the immediate vicinity of its use)

The Contractor shall also denote corrective actions taken for each deficiency. The final report shall be maintained at the Contractors facility and provided to the Government within 105 DAC IAW CDRL A026.

E.3.4 Shakedown Test Trailer Refurbishment. The Shakedown Test trailer shall be refurbished at the conclusion of the Shakedown Test. The Contractor shall make any necessary changes, modifications, or repairs to the Shakedown Test trailer necessary to correct deficiencies at no additional cost to the Government. The Contractor shall perform a complete Technical Inspection (TI) of the Shakedown Test trailer with a DCMA and PM HTV Government representative present. A copy of the completed Equipment Inspection and Maintenance Worksheet, DA 2404, for the trailer, by serial number, with all components, items, assemblies, parts to be repaired and/or replaced shall be submitted to the Government for review. All components, items, assemblies, and parts that are not serviceable as defined on the TI form will be repaired or replaced. The refurbishment shall be completed no later than (NLT) 45 days after the completion of Shakedown Testing. The refurbishment shall return the shakedown test trailer to like new condition with corrections to all deficiencies found in test. Following refurbishment, the Shakedown Test trailer will be re-designated a PVT trailer and shipped to the Government test site as specified in E.4.5.

E.4 First Article Approval Requirements.

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E.4.1 First Article Approval shall consist of the successful completion of the First Production Vehicle Inspection (FPVI) and the PVT.

E.4.2 Initial Production Lot. The initial production lot shall include seven (7) trailers. The FPVI Trailer and the Shakedown Test trailer shall be two (2) trailers randomly selected from the first production lot by the Government. The remaining five (5) trailers and the refurbished Shakedown Test Trailer(for a total of 6) shall be designated as PVT trailers. The Log Demo Trailer is not a part of FAT.

E.4.3 Configuration. The First Article trailers shall be production representative trailers loaded and serviced as specified in ATPD 2395C (Attachment 01). Changes to the trailer configuration to correct test deficiencies shall be the responsibility of the Contractor at no additional cost to the Government, and shall be incorporated in all production trailers.

E.4.4 First Production Vehicle Inspection (FPVI).  
(DI-QCIC-81068 CDRL A025; DI-NDTI-80809B CDRL A027)

E.4.4.1 The FPVI shall be conducted on the FPVI vehicle. The FPVI shall be conducted using the approved Draft FIR in accordance with CDRL A025 and as specified in E.2.5. The FPVI vehicle shall be subject to a fifty (50) mile test with full payload. The expected duration of the FPVI test is approximately two weeks.

E.4.4.2 The FPVI shall be conducted by the Contractor at the Contractors facilities with Government witnesses within 135 days after contract award. The Contractor shall provide official notification to the Procuring Contracting Officer NLT 20 days prior to the scheduled inspection. The Government witnesses shall consist of a formally designated representative of the Administrative Contracting Officer (ACO) and designated TACOM representatives.

E.4.4.3 Following the FPVI, the FPVI vehicle shall be maintained at the Contractors facility as the manufacturing standard/baseline vehicle. The FPVI vehicle shall be refurbished per E.4.6 disposition instructions will be provided for this vehicle at the end of the contract. All changes that are a result of other tests or deficiencies shall be incorporated into the FPVI vehicle.

E.4.4.4 The Contractor shall prepare an FPVI report IAW CDRL A027. The Contracting Officer Representative (COR) shall approve or disapprove the FPVI vehicle by written notice to the Contractor within 20 calendar days after receipt of the FPVI Report. A notice will be sent to the Contractor stating any further action required of the Contractor for the applicable first production vehicle or subsequent vehicles, and shall cite deficiencies or reasons for disapproval.

E.4.4.5 If the FPVI is disapproved by the COR, the Contractor may be required to repeat any or all of the FPVI at no additional cost to the Government. After notification of the additional inspections, the Contractor, at no increase in contract price, shall make any necessary changes, modifications, or repairs to all production vehicles. The Government has the discretion to select another production vehicle for FPVI in lieu of the original first production vehicle. Upon completion of any additional inspection, the Contractor shall submit a new updated inspection report. The Contractor shall bear the responsibility for delays resulting from an additional FPVI. All discrepancies found during the FPVI shall be corrected on the FPVI and PVT vehicles prior to start of PVT.

E.4.5 Production Verification Test (PVT).

The PVT test will be conducted by the Government. The PVT test start date is 165 days after contract award. The expected duration of the PVT test is approximately ten months. The Contractor shall deliver four (4) PVT Trailers to Aberdeen Test Center (ATC) and two (2) PVT Trailers to Yuma Proving Grounds (YPG) (below) for testing no later than 165 days after contract award. One of the four trailers shipped to ATC shall be the refurbished Shakedown Test Trailer.

U.S. Army Yuma Proving Ground CSTE-DTC-YP-LO BLDG 2660 Attn: Carlos Anaya 301 C Street Yuma, AZ 85364 POC: Carlos Anaya, (928)328-6138	U.S. Garrison Aberdeen Proving Ground Transportation Officer IMNE-APG-LGS BLDG 507 Mulberry Point Rd Aberdeen Proving Ground, MD 21005 ATTN: U.S. Army Aberdeen Test Center TEDT-AT-ADV POC: Robert Schoffstall, (410)278-4857
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The shipping documentation shall contain this contract number, the trailer serial number and registration number. The characteristics that the PVT vehicles must meet and the testing requirements are specified in ATPD 2395C (Attachment 01) of this contract.

E.4.5.1 Test Deficiencies and Failures

E.4.5.1.1 A failure is defined as the condition of not achieving the desired end or requirement, i.e. an event, or state, in which a

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system or a component does not perform as specified in ATPD 2395C (Attachment 01).

E.4.5.1.2 A deficiency is defined as a condition that lacks an essential quality or element and may be used synonymously as a failure.

E.4.5.1.3 In the event of a component or Trailer test failure, the Government reserves the right to retest the component or trailer after correction of the failure by the Contractor to the complete extent and duration specified in the test program, or to such lesser extent as the Contracting Officer shall consider appropriate in his/her sole discretion. The Contractor shall be responsible for delays in the program test period resulting from component or trailer failures and for failing to adequately, or timely, furnish parts or support. The Government shall have the right to extend the specified program test period accordingly at no additional cost to the Government.

E.4.5.1.4 The Contractor shall correct on-site any Sustainment level-of-repair, or failures of the system which occur during testing. When directed by the COR, the Contractor shall correct on-site any Field Level-of-Repair failures of the system which occur during testing. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

E.4.5.1.5 Deficiencies found during or as a result of test shall be prima-facie evidence that all components or trailers already produced prior to completion of First Article are similarly deficient. Such deficiencies on all components or trailers shall be corrected by the Contractor at no additional cost to the Government.

E.4.5.2 Test Work Authorization Document (TWAD).  
(DI-GDRQ-80567A CDRL A029)

E.4.5.2.1 All desired changes to test trailer hardware or software shall be initiated by a TWAD, CDRL A029. TWADs shall only be submitted during testing of the PVT trailers at the Government test site(s), and shall be incorporated into the test articles only after COR approval of the TWAD. The TWAD shall be submitted in a Contractor format and shall include: Contract No.; Contractor generated TWAD number; Title; Test Location; Projected Start Date and Duration; Authority Reference (i.e. TIR, ECP, Deviation, New Design); Part No. and Model No; Test System Id No.; Requirement for action (due to TIR, Safety, No Fit Condition, To Insure Maintainability, FPVI); Description of Maintenance Required; Internal Management Authorizing Signatures; Rationale for modification; Description of the proposed corrective action; Associated drawings.

E.4.5.2.2 Errors and inconsistencies captured in a TWAD will be changed in TMs or publications once the TWAD is approved.

E.4.5.2.3 For modifications that require an ECP, once the Government Test and Evaluation (T&E) Integrated Product Team (IPT) determines that a modification has been sufficiently validated during testing, an ECP shall be initiated and submitted in accordance with Section C. Concurrently, the Contractors ECP shall be referenced in a corresponding Failure Analysis Corrective Action Report (FACAR). Any ECPs as a result of test deficiencies or failures shall be at no additional costs to the Government.

E.4.5.3 Shipment to Government Testing Facility.

E.4.5.3.1 The Contractor shall ensure that the PVT trailers are fully operational and reflect the latest trailer configuration prior to shipment. Transportation charges from the Contractors plant to and from the test sites shall be the sole responsibility of the Contractor.

E.4.5.3.2 Under no circumstances shall any PVT trailer be shipped from the Contractors facility to the test sites until:

a. The FPVI has been completed.

b. All deficiencies disclosed by the FPVI shall be corrected by the Contractor and incorporated on the PVT trailers before shipment to the Government test site. All corrections must be approved by the Government DCMA representative as evidenced by the revised FIR.

E.4.5.4 PVT Requirements.

E.4.5.4.1 The PVT shall be conducted by the Government at YPG and ATC in accordance with Section C and the ATPD 2395C (Attachment 01). Delays caused by test trailer breakdown(s) due to the trailer not meeting the required specifications shall not be the basis for adjustment of the contract delivery schedule or the contract price. Failure of the Contractor to provide adequate test support in accordance with contractual requirements or failure of the Contractor to comply with the contract and trailer specification technical requirements shall not be the basis for adjustment of the contract delivery schedule or the contract price. The Government is entitled to an equitable adjustment if the Contractor fails to provide adequate test support or needs to extend the delivery schedule.

E.4.5.4.2 PVT will consist of performance and endurance (12,000 miles; Reliability, Availability, Maintainability (RAM)) testing on six (6) M870A4 trailers as specified below.

<u>Test Site</u>	<u>Endurance (RAM)</u>	<u>Performance</u>
ATC	2	2

**Name of Offeror or Contractor:**

YPG

2

0

E.4.5.4.3 Course Profiles. The Government intends to conduct the majority of actual RAM test miles on the course profiles identified below for PVT and Conformance Testing. The Government reserves the right to test on different courses as long as they are at a level equal to or less than that specified below, as dictated by the availability of test facilities or other program considerations. The Government also reserves the right to test on any of the courses listed for a group or any combination of courses within a group. Test courses selected are considered representative of actual terrain profiles and shall be traversed (negotiated in Government reliability and maintainability testing terminology) by the candidate trailers IAW the Operational Mode Summary/Mission Profile (reference ATPD 2395C Attachment 01). Courses are defined as follows:

A. Primary Roads: Two or more lanes, all-weather, maintained, hard surface (paved) roads with good driving visibility used for heavy and high-density traffic. These roads have lanes with a minimum width of 108 inches (2.75 M), road crown to 2 degrees, and the legal maximum GVW/GCW for the country or state is assured for all bridges. These roads are surfaces having Root Mean Square (RMS) value of < 0.2 inch (0.51 cm).

B. Secondary Roads: One or more lanes, all weather, maintained, intended for medium-weight, medium-density traffic. Road surfaces are hard (i.e. somewhat degraded primary roads); or improved (i.e. compacted, graded) gravel, dirt, or rock. These roads have lanes with a minimum width of 2.4 meters (8 ft) and no guarantee that the legal maximum GVW/GCW for the country or state is assured for all bridges. These roads are surfaces having an RMS roughness value varying between 0.2 and 0.3 in (0.51 and 0.76 cm).

C. Improved Trails. One or two lanes, all weather, occasionally maintained, intended for medium-weight, low-density traffic, and are suitable for tractor-trailer combinations and commercial trucks. Road surfaces range from smooth to slightly rough, and can be relatively hard, loose (e.g., large rock, paved crushed rock, gravel), or significantly degraded (potholes, alligator cracking, freeze/thaw breakup) concrete, macadam concrete or asphalt pavements, and may include washboard, rutting, and potholes and other sharp depressions which are normally limited to 15-cm (6-in.) deep by filling with crushed stone and native soil. These roads have lanes with a minimum width of 2.4 meters (8 ft) and no guarantee that the legal maximum GVW/GCW for the country or state is assured for all bridges. These roads are surfaces having an RMS roughness value varying between 0.3 and 0.6 in (0.76 and 1.5 cm).

D. Trails. One lane, dry weather, unimproved, seldom maintained loose surface roads, intended for low density traffic. Trails have a minimum width of 2.4 meters (8 ft), with no large obstacles (boulders, logs, stumps) and no bridging. These are surfaces having an RMS roughness value varying between 0.6 and 1.5 in (1.5 and 3.8 cm). Under wet conditions, severe mud may be present. Potholes and depressions are limited to 46-cm (18-in.) deep.

E.4.5.4.4 Test Support. The Contractor shall provide copies of the draft operator and field level maintenance manual (I3&P), draft instruction guides, System Support Package, and Training Support Package as well as replacement items (see par E.4.5.4.4.2.3) and technical support during PVT. The Contractor shall submit a Training Test Support Package and a System Support Package for both test sites as specified herein.

E.4.5.4.4.1 Training Test Support Package.  
(DI-MNTY-81602 CDRL A028)

The Contractor shall submit a Training Test Support Package list (IAW CDRL A028) that includes the final baseline PVT Trailer configuration parts listing of the delivered M870A4 trailers, and draft Technical Manuals (TMs) as discussed below. Such documentation is required 135 DAC.

E.4.5.4.4.2 System Support Packages (SSP). The Contractor shall prepare and provide to the Government a System Support Package List (SSPL) IAW CDRL A017 and a sufficient SSP for each test site. The Support package shall be delivered NLT 24 hours prior to the start of PVT.

E.4.5.4.4.2.1 Technical Manual(TM). The Contractor shall provide a draft M870A4 TM IAW CDRL A012 to support PVT. The draft technical manuals shall be identified in the SSP list and copies shall be included in the SSPs.

#### E.4.5.4.4.2.2 Test Service Representative (TSR)

E.4.5.4.4.2.2.1 The Contractor shall provide a TSR at each test site to support PVT. PVT is expected to last 10 months at a work rate of 1 shift, 8 hours per day, 5 days a week, excluding Government holidays. The TSRs shall advise and make recommendations to orient and instruct key Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. Each TSR supporting test shall be able to obtain Unescorted Visitor Access to their respective test sites which will require a security clearance.

E.4.5.4.4.2.2.2 During the first week of test, the TSR shall conduct Trailer Operator/Maintainer Training(ref C.8.5.1.1.a) and Field Level Maintenance Training (ref C.8.5.1.1.b) at Aberdeen Test Center and Yuma Proving Grounds. The final PVT Trailer configuration parts listing and draft TMs provided, per E.4.5.4.4.2.1, shall be used to support this training. The OMT shall commence prior to the start of PVT following the receipt of the PVT Trailers at the Government test site. The Contractor shall coordinate the OMT schedule

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and address any issues with the COR.

E.4.5.4.4.2.2.3 The Contractor shall perform all Sustainment level-of-repair at each test site. When directed by the COR the Contractor shall also conduct Field level-of-Repair at each test site. Storage facilities for Contractor furnished repair parts will be provided at the test site. The Contractor shall be responsible for the shipment of failed parts from the test site to the Contractors facility for final analyses.

E.4.5.4.4.2.3 Replacement Items. Replacement items required to continue testing, which were not identified or furnished with the SSP or were not furnished in sufficient quantities, shall be provided by the Contractor within 24 hours after notification of the shortage at no additional cost to the Government.

E.4.5.4.4.2.4 Tools and Test Equipment. The Contractors TSR shall identify and utilize TRADOC approved Government tool set (to be specified at the start of work meeting) and test equipment to the maximum extent feasible. The Contractor shall further identify any special tools and test equipment needed to complete the required maintenance IAW CDRL A011. Special tools and test equipment reviewed and accepted by the Government via CDRL A011 shall be included in the Contractors SSPs. Special tools shall also be identified on the TWAD (CDRL A029), if applicable.

E.4.5.5 Failure Analysis Corrective Action Reports (FACARs).

E.4.5.5.1 The Contractor shall be responsible for accessing VDLS [VISION (Versatile Information Systems Integrated On-line Nationwide) Digital Library System] for all Test Incident Reports (TIRs) released during Government-required tests. Receipt of a TIR is defined as the TIR Release Date. Upon receipt of a TIR, the Contractor shall determine the root cause of the failure and furnish a FACAR with the proposed corrective actions. All TIRs will be generated in VDLS by the Government.

E.4.5.5.2 FACAR Submission.

E.4.5.5.2.1 The FACAR data stream (i.e. Section VI of the TIR) shall be prepared by the Contractor in the ASCII format for Corrective Action data streams identified in Attachment 15 of the contract and as described in CDRL A030. With the exception of the supporting documents, all required text shall be submitted to Army Test Incident Reporting System (ATIRS) in the ASCII format Corrective Action data stream format.

E.4.5.5.2.2 No Contractor entries are required in data blocks 102, 103, 104, and 105. The first Contractor entry for each FACAR shall record OPEN in data block 100. Following the Final Corrective Action Review Board (CARB), the Government CARB will provide the Contractor with official notification on all closed FACARs. Once notification is received that FACARs are closed, the Contractor shall amend data block 100 to reflect COMPLETED.

E.4.5.5.2.3 The Contractor shall access TIRs through VDLS via https://vdl.s.atc.army.mil and submit corresponding FACARs to ATIRS via https://vision.atc.army.mil/atirs\_login.html. Procedures for obtaining Contractor access to the VDLS system will be provided to the Contractor at the Start of Work meeting. Following the first FACAR CDRL A030 submission (to assure system compatibility and smooth processing of emailed data deliverables), the Contractor shall confirm that submitted XML formatted Corrective Actions have been converted to permanent FACARs in VDLS. Upon observation by the Contractor, the Government CARB Chairperson shall be notified of submitted FACARs that have not loaded in VDLS.

E.4.5.5.2.4 Supporting Documentation. The Contractor shall provide Supporting Documentation (internal assessment, supplier data/vendors analysis, test data, certifications, drawings, and digital photographs) for each FACAR in accordance with CDRL A030. The Supporting Documentation shall be submitted in \*.pdf format in conjunction with the FACAR. To track multiple source documents related to a single FACAR, the file name shall be composed of a sequential FACAR numbering system [Supplemental FACAR # - Version # \*.pdf].

For example:

- L5 - XXXXXXX-A.pdf ----- 1st document
- L5 - XXXXXXX-B.pdf ----- 2nd document
- L5 - XXXXXXX-C.pdf ----- 3rd document

For FACAR revisions, data blocks shall list any additional Supporting Documentation with the new file name.

E.4.5.5.3 FACAR Structure. Each data block shall retain the following structure:

- 1st line - Current Date/Name of team member generating the response
- 2nd line - Supporting Document file name per E.4.5.5.2.4
- 3rd line - Relevant content/date of the latest Government CARB Notification (if provided)
- 4th line - Content as described in E.4.5.5.4.3
- Last line Action Complete

E.4.5.5.4 FACARs.

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E.4.5.5.4.1 Interim FACARs shall be provided by the Contractor within the following specified time frames:

- Critical Defect: 48 hours after the TIR Release Date.
- Major Defect: 20 calendar days after the TIR Release Date.
- Minor Defect: 20 calendar days after the TIR Release Date.
- Informational: N/A.

E.4.5.5.4.2 Final FACARs shall be provided by the Contractor within the following specified time frames:

- Critical Defect: 30 days after the TIR Release Date.
- Major Defect: 45 calendar days after the TIR Release Date.
- Minor Defect: 45 calendar days after the TIR Release Date.
- Informational: N/A

E.4.5.5.4.3 The FACAR shall include the following content:

Data Block 120: Developers Analysis of the Problem.

- Disposition of failed item.
- Statement as to whether this is a pattern failure (if so, the reports of the other failure(s) shall be referenced).
- Classification failure (independent or dependent).
- Failure symptoms.
- Failure mode.
- Failure analysis methods and results to include a full investigation and analysis of each failed test exhibit at a level necessary to identify the root cause, mechanisms, and effects of that failure on the system.
- Status of the Contractors final investigation and any supplemental information related to the failure (i.e., any internal Contractor assessments, records, reports, correspondence, etc.).

Data Block 121: Status/description of the corrective action.

- Description of appropriate alternative corrective actions for the individual equipment failed.
- Status of the technical maturity of the proposed corrective action.
- TWAD number, if applicable. If the TWAD is implemented into production, TWADs shall have an associated ECP number unless otherwise authorized by the CARB.

Data Block 122: Test results on the corrective action.

- Expected useful life, i.e. projections of corrective action effectiveness based on tests and analyses.
- Recommended corrective action.

Data Block 123: Planned Production Implementation.

- Planned coordination effort.
- Measures taken to prevent other failures.
- ECP number, if applicable.

E.4.5.5.4.4 FACARs requiring an ECP or RFD for production implementation will remain open until ECP approval has been granted by the Government Configuration Control Board (CCB). ECP references must be accurate. The corrective action shall be reflected in the ECP with detail and intent commensurate with revisions asserted in the referenced ECP. Any ECPs as a result of test deficiencies or failures shall be at no additional costs to the Government.

E.4.5.5.4.5 FACARs shall neither conflict with Contractor Pre-Brief submissions to the Scoring Conference nor subsequent ECPs.

E.4.5.5.4.6 If the Government CARB determines that a FACAR fails to address the criteria stated in E.4.5.5.4.3, the FACAR shall be rejected and a revised FACAR must be submitted.

E.4.5.5.5 The Government CARB chairperson may agree with the Contractor to extend or modify the time period for revised FACAR Submittals. No corrective action shall be implemented until the Contractor receives written notification from the Government CARB that the FACAR is closed. The Government CARB Chairperson may re-open FACARs due to changes in TIR classification, increased component failure rate, or incomplete and erroneous submittals.

E.4.5.5.6 FACAR Revisions.

E.4.5.5.6.1 TIR Revisions as annotated in Data Block 1 shall be handled in the same manner as stated in E.4.5.5.1 thru E.4.5.5.5.

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FACAR Revisions shall include all previous FACAR submittals. At the Contractors request, the Government CARB Chairperson may elect to waive the requirement to re-submit a FACAR for revised TIR if it determines that no significant change was recorded in the TIR.

E.4.5.5.6.2 FACAR revisions are required if the Contractor rescinds a TWAD and ECP submittal. FACAR revisions are also required if there are Contractor derived changes following TWAD approval and prior to ECP implementations that are not captured.

E.4.5.5.6.3 Communication challenges internal to the Contractors and subcontractors organizational infrastructure will not absolve the Contractor of its responsibilities with respect to the stated FACAR requirements and its associated provisions.

E.4.5.5.7 The Contractor shall clearly mark, tag, and control each failed test exhibit received from the tester as it corresponds to its respective TIR. All identification markings and tags placed on a failed test exhibit by the testers shall be maintained with the exhibit. Each failed test exhibit supporting the FACAR process shall not be handled in a manner that may obliterate facts which are viewed by the Government CARB as pertinent to the analysis. The Contractor shall be fully responsible for the storage of each failed test exhibit (no matter where the storage facility is located) and the item(s) shall remain stored pending disposition of the failure analysis and Government CARB notification and approval.

E.4.5.6 Test Meetings.

E.4.5.6.1 Scoring Conferences.

E.4.5.6.1.1 The Government will conduct Scoring Conferences to evaluate the PVT Trailers system-level reliability and maintainability per ATPD 2395C (Attachment 01), and to ensure the accuracy and completeness of each TIR. For purposes of determining reliability / maintainability, TIRs related to the Trailers performance or integration shall be assigned (charged in Government reliability and maintainability testing terminology) to Hardware/Contractor Furnished Equipment (HW/CFE). The Government will provide notification of Scoring Conference processes and procedures at the start of work meeting.

E.4.5.6.1.2 Incident classifications may be revised based on known test data or frequency of a particular failure mode IAW Army Regulation (AR) 73-1, Test and Evaluation Policy, and Department of the Army Pamphlet (DA PAM) 73-1, Test and Evaluation in Support of Systems Acquisition.

E.4.5.6.1.3 The Government will provide official notification of the Scoring Conference schedule at the Start of Work Meeting. Schedule revisions are at the discretion of the Government and are subject to change. There are three (3) Scoring Conferences anticipated. The Contractor shall not attend or participate in the Scoring Conference IAW DA and Congressional directions. The Contractor may present a Pre-Brief to the Government Scoring Conference members to include relevant information, evidence, or opinions for consideration prior to the actual scoring or assessment of the TIRs. The submittal of a Contractor Scoring Conference Pre-Brief is an optional Pre-FACAR activity. If the Contractor elects to provide a Scoring Conference Pre-Brief, the document shall be submitted in a \*.pdf format to the PM-HTV Test Manager five (5) calendar days prior to the scheduled Scoring Conference. The Government will notify the Contractor of the Scoring Conference results through the PCO.

E.4.5.6.2 CARB Meetings. The general purpose of the CARB is to determine the adequacy and effectiveness of the Contractors FACARs (CDRL A030). The Contractors Corrective Action Review Team (CART) membership shall correlate with the Government CARB to reflect all relevant program functions (i.e. Quality, Logistics, Maintenance, Systems Engineering, Safety, Transportability, MANPRINT/Human Factors).

E.4.5.6.2.1 Schedules. The Government will provide notification of all CARB Meeting schedules, process, and procedures at the start of work meeting. CARB Meeting schedule revisions are at the discretion of the Government and are subject to change.

E.4.5.6.2.2 CARB Preparation/Notification. The official notification of Government CARBs decision will be provided to the Contractor via written correspondence ten (10) days after the general CARB meeting convenes.

E.4.6 Refurbishment of all PVT/Log Demo trailers. Following First Article Approval, the PVT and Log Demo trailers shall be shipped back to the Contractors facility at no additional cost to the Government and refurbished. The refurbishment shall include all ECPs resulting from the PVT FACAR process and all ECPs necessary to establish the trailers product baseline. In addition to the installation of the approved ECPs, the Contractor shall perform a complete TI of the PVT Trailers with a PM-HTV and DCMA representatives present. The TI standard will be the Army 10/20 standard and TM operational serviceability standard. TIs will be recorded on DA Form 2404, Equipment Inspection and Maintenance Worksheet. A copy of the completed DA 2404 for each trailer, by serial number, with all components, items, assemblies, parts to be repaired and/or replaced shall be submitted to the Government DCMA representative. All components, items, assemblies, and parts that do not meet the Army 10/20 standard and TM requirements as defined on the TI form will be repaired or replaced. The refurbishment shall be complete 90 days after First Article Approval.

E.4.7 FAT Approval.

a. Within 90 calendar days of completion of all FAT tests for each trailer, the Contracting Officer shall notify the Contractor, in writing of the approval, or disapproval of the first article. The notice of approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of disapproval shall cite



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- reasons for the disapproval.
- b. If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After notification of the required additional inspections, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. If the PVT Trailer is disapproved by the Government, the Contractor, at the discretion of the Government, shall repeat any or all of the FAT at no additional cost to the Government. The Contractor shall furnish any additional FAT items to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (a) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to the Government related to these tests.
- c. If the Contractor fails to deliver any first article trailer on time, or the Contracting Officer disapproves any first article trailer, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause 52.249-8, Default (Fixed-Price Supply and Service) of this contract.
- d. Unless otherwise provided in the contract, the Contractor:
- (1) After final inspection of the refurbished vehicles the Contractor shall submit the final DD250 for acceptance by DCMA under the PVT refurbishment CLIN of the Contract.
- (2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.
- e. If the Government does not act within the time specified in paragraph (a) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, adjust, under the CHANGES clause of this contract, the delivery or performance dates affected by the delay.
- f. Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall make the required changes or replace all items produced under this contract at no additional cost to the Government.
- g. The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government. The Contractor may request a waiver.
- h. The Contractor shall produce both the first article and the production quantity at the same facility.

**E.5     Production Quality**

E.5.1 The production quality inspection and test requirements specified herein shall be performed as follows:

**E.5.1.1     In-Process Inspection**

The Contractor shall identify and establish in-process inspection points and inspections where the absence of such inspections could adversely affect quality. These inspections shall evaluate the conformance of materials, welding, workmanship and processes to contractual and vehicle Purchase Description (ATPD 2395C Attachment 01) requirements. The Government reserves the right to either witness the Contractors in-process inspection or conduct its own in-process inspection. All in-process inspections conducted during fabrication shall be made at the Contractors or subcontractors facilities prior to the application of primer or paint.

E.5.1.2     Conformance Inspection (CI). CI shall be conducted on each production trailer. Each trailer shall be examined for defects, and shall include a five mile road test without payload. The CI shall be conducted and documented by using the approved FIR IAW CDRL A025.

**E.5.1.3     Control Tests.**

E.5.1.3.1     Control Test Procedure. The Government shall select, at random, one of each 50 trailers produced or one from each months production for a control test. The trailer selected shall be operated for a distance of 50 miles by the Contractor. The trailer shall be completely assembled and serviced. The test course shall be selected by the Contractor. The trailer shall be at the maximum (dummy) payload or maximum gross combined weight allowed for the state where the test is to be conducted. All operational components and assemblies shall be tested and results documented.

E.5.1.3.2     Control Test Failure. If the trailer selected fails to pass a control test, the Government inspector shall stop acceptance and testing of subsequent trailers until such time as conditions causing the failure have been corrected. If the deficiency is design in nature, all models shall be considered similarly affected. All defects found during testing shall be prima facie evidence that all

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trailers accepted subsequent to the previous acceptable control test trailer are similarly defective unless evidence satisfactory to the Contracting Officer is provided by the Contractor that they are not similarly deficient. Such defects shall be corrected by the Contractor at no cost to the Government. Another trailer, of the same model, with corrective actions applied shall be subjected to the control test.

E.5.1.4 Follow on Production Testing (FPT).

E.5.1.4.1 The Government reserves the right to conduct an FPT at a Government test facility. At the Governments discretion, the Government shall randomly select one (1) vehicle from the production quantity. An FPT may be conducted each ordering period.

E.5.1.4.2 Failure of the FPT trailer shall be cause for test failure until the Contractor provides evidence that corrective action has been taken to eliminate any deficiency. Any deficiency found during or as a result of FPT shall be prima facie evidence that all trailers produced under this contract are similarly deficient. Any trailer failure discovered during testing is considered to apply to all trailers. In the event of trailer failure, the Government reserves the right to retest the trailer after all defects are corrected. The Contractor shall bear the responsibility for delays in the program test period resulting from trailer defects or failure to furnish timely parts support. The Government shall have the right to extend FPT testing for the Contractors induced delay. The Contractor shall be responsible for all costs associated with an FPT retest.

E.5.1.4.3 FPT Test Requirements

The FPT shall be conducted IAW the following:

- a. Inspection requirement E.5.1.2 shall be completed prior to shipment.
- b. Shipment shall be performed as specified in E.4.5.3. Trailers shall be delivered to the Government test facility 60 days after FPT notification by the PCO.
- c. TWADs shall be submitted as specified in E.4.5.2
- d. The SSP shall be submitted as specified in E.4.5.4.4.2
- e. FACARs shall be submitted as specified in E.4.5.5
- f. Test Meetings shall be supported as specified in E.4.5.6

E.5.1.4.4 Refurbishment of FPT Trailers. The Contractor shall refurbish all FPT trailers IAW PVT Refurbishment, paragraph E.4.6. The FPT trailers shall be shipped back to the Contractors facility at the Contractors expense. The refurbishment shall include all resulting actions from the FPT FACAR process. The refurbishment process shall be subject to an updated post-FPT FIR as specified in E.2.5. The refurbishment shall be complete within 90 days of PCO notification of the successful completion of FPT.

E.5.2 Product Quality Deficiency Reports (PQDR)

E.5.2.1 The PQDR is a Government generated report of a defect or nonconforming condition detected on new or newly reworked Government owned products, premature equipment failures, and products in use that do not fulfill their expected purpose, operation or service due to deficiencies in design, specification, material, manufacturing, and workmanship. Access to the automated Product Data Reporting and Evaluation Program(PDREP)shall be accomplished through submission of an \\*HYPERLINK "http://www.nslcptsmh.csd.disa.mil/accessforms/uarform.htm" \t "\_blank"User Access Request Form at the following Naval Sea Systems Command (NAVSEA) web site; http://www.nslcptsmh.csd.disa.mil/pdrep/pdrep.htm

E.5.2.1.1 Category I PQDR: A report of a product quality deficiency which may cause death, injury, or severe occupational illness; would cause loss or major damage to a weapon system; critically restricts the combat readiness capabilities of the using organization; or which would result in a production line stoppage.

E.5.2.1.2 Category II PQDRs: A report of a product quality deficiency which does not meet the criteria set forth in Category I.

E.5.2.2 Upon receipt of PQDRs on fielded trailers, the Contractor shall report the following actions IAW CDRL A031:

- a. Verify the reported deficiency and begin an investigation.
- b. Request any necessary exhibits.
- c. Perform failure analysis and determine root cause.
- d. Implement any interim action.
- e. Determine extent of problem, severity, and long term impact.
- f. Develop and implement permanent corrective action.
- g. Document corrective action.
- h. Assess the corrective action effectiveness.

E.5.2.3 PQDR Corrective Actions. The Contractor shall be responsible for all CONUS shipping costs associated with exhibits being returned to the Contractors facility for analysis. If the PQDR investigation reveals deficiencies attributed to Contractor workmanship or non-conformance to contract requirements, the Contractor shall repair or replace the deficient items as deemed necessary by the PCO at no additional cost to the Government. Corrective actions requiring configuration changes shall be approved by the Government prior to implementation. Interim Category I PQDR corrective actions shall be provided within 48 hours and interim category II PQDR corrective

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actions shall be provided within 30 days. In the event a final response cannot be provided within the specified interim time frame, a final corrective action response for category I PQDRs shall be provided every 10 days and every 30 days for Category II PQDRs until a final response is received.

\*\*\* END OF NARRATIVE E0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	FEB/2006
F-3	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-6	252.211-7006	RADIO FREQUENCY IDENTIFICATION	FEB/2007
F-7	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-8	252.211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, GSI Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__-1-_____	-2-_____
__-1-_____	-2-_____
__-1-_____	-2-_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International

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Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component,

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or part.

- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-9	52.225-4000	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
	(TACOM)		

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-10	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government/Commercial Bill(s) of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
  - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

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(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-11

52.247-4011

FOB POINT

SEP/1978

(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant:

(City)

(State)

(ZIP)

(County)

(2) Subcontractor's Plant:

(City)

(State)

(ZIP)

(County)

[End of Clause]

F-12

52.247-4017

DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR

NOV/2009

(TACOM)

ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000



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764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer
764535		Tooele Army Depot, Warner, UT	Tooele Army Depot, Tooele, UT	Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

**F.12 REQUIRED DELIVERY SCHEDULE FOR TEST TRAILERS AND FIRST DELIVERY ORDER**

Delivery is required to be made in accordance with the delivery schedule set forth in Attachment 002, Delivery Schedule. Award of the requirements contract and issuance of the first delivery order will be made on the same date.

**F.13 DELIVERY SCHEDULE FOR PRODUCTION VEHICLES**

- (1) For all delivery orders which are issued prior to Government approval of First Article Test/Production Verification Test Vehicles, delivery of production vehicles will begin 165 days after FAT/PVT approval, unless otherwise negotiated by the parties.
- (2) For any delivery order which is issued after the Government approval of FAT, deliveries shall start 165 days after the delivery order is issued if the Contractor has completed deliveries on all previous delivery orders. If the Contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order.
- (3) Unless otherwise agreed at delivery order issuance, quantity limitations shall be in accordance with clause 52.216-19, Order Limitations.
- (4) Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

**F.14 DEFINITIONS OF DAC**

For all data and hardware deliveries, "Days After Contract Award (DAC)", applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order six months after the basic contract is awarded, the FAT vehicles and the associated data are due according to the timeframe established in the contract, starting at the date of the delivery order.

\*\*\* END OF NARRATIVE F0001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [DAMI\\_acqcenweb@conus.army.mil](mailto:DAMI_acqcenweb@conus.army.mil) or by calling (586) 282-7059.

H-2	52.245-4000 (TACOM)	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS	MAY/2001
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The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

[DAMI\\_commrepro@conus.army.mil](mailto:DAMI_commrepro@conus.army.mil)

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement

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annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-3                    52.246-4026                    LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS                    AUG/2010

(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) E-mail DAMI\_DD250@conus.army.mil
- (2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

H.1                    TECHNICAL DATA PACKAGE    OPTION (CDRLS A039, A040 and A041)

The Government is soliciting for unlimited rights to the Contractors technical data package. In the event that the TDP cannot be purchased, the Contractor will still be considered responsive to this solicitation. DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995), is contained in this solicitation. The Contractor shall inform the Government of all restrictions as required by DFARS 227.7103-3.

H.1.1    Technical Data Format Compliance. Technical data shall be prepared to provide accurate design, engineering, manufacturing, and quality assurance requirements. Technical Data shall consist of three dimensional (3D) solid models, Standard for the Exchange of Product model data (STEP) files, two dimensional (2D) associated drawings, associated lists, and Portable Document Format (PDF) of 2D and 3D views present in the same file which print in 11x17 inch size and minimum 200 dpi resolution. The models shall reflect the as-built or assembled and tested baseline configuration of the M870A4. The models shall be used for the manufacture, assembly and configuration management of the materials, parts, subassemblies and assemblies of the equipment covered under this contract.

H.1.2    Technical Data Functional and Description Requirements. Master 3D Computer-Aided Design (CAD) models and associated 2D drawings shall provide sufficient information to define form, fit, function, and interface requirements for Government logistics, maintenance, systems and engineering analysis activities. The technical data shall disclose the functional, physical, and interface requirements for each configuration item by means of graphic and textual representation. This includes, but is not limited to geometry, topology, assembly relationship, tolerances, notes, attributes, features, mass properties, critical dimensions, critical safety item information, center of gravity and moments of inertia, interconnectivity, associativity, parts lists, unique part identification, validation checks, and revision history.

H.1.3    Standards. The Contractor shall develop the Technical Data Package (TDP) IAW American Society of Mechanical Engineers (ASME) standards Y14.1, Y14.5, Y14.24, Y14.34, Y14.35, Y14.38, Y14.100, and MIL-STD-31000. The Contractor shall use TACOM Best Practices document, attachment 13, for additional guidance.

H.1.4    The Government will provide the Contractor with CAD Pro/Engineer start files, drawing formats and attributes list for technical data creation, 30 days after option is exercised.

H.1.5    Army Ordnance Part Numbers (AOPNs). For M870A4 Semitrailer items developed under this contract or Government items modified under this contract, the Contractor shall request AOPNs from the designated Government Configuration Management (CM) Representative. TDP data shall use the AOPN as both the drawing number and base Part or Identifying Number (PIN), along with Commercial and Government Entity (CAGE) 19207 as the original design activity to establish unique item identification. Any items or components authorized by the Government to remain as manufacturer part numbers (vs. being defined as a vendor or source control item) shall be called out on next higher assemblies or otherwise referenced within the TDP using, at minimum, the vendors complete PIN and CAGE code.

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H.1.5.1 PINs vs. National Stock Numbers (NSNs). The PIN, in combination with the CAGE, establishes unique item identification of items in the TDP. The NSN for items may be cited in the TDP in addition to the PIN-CAGE; however, NSNs do not establish unique item identification and shall not be cited within the TDP in lieu of the PIN-CAGE.

H.1.6 Data Submission. The Contractor shall deliver a sample technical data package of an assembly that consists of three to ten parts of models and assemblies in 3D, associated 2D, STEP & PDF IAW Government standards and CDRL A039. The Contractor shall submit a sample package within 90 days after the Government provides software IAW CDRL A039. The Technical Data Sample Package shall be approved by the Government within 150 days from exercise of option.

H.1.7 Product Technical Data Delivery

H.1.7.1 Technical Data

When the TDP option is exercised, the Contractor shall deliver engineering drawings and models, associated lists, and other required technical data that define the product configuration baseline for M870A4. Engineering drawings, models, and associated lists prepared to this level shall provide engineering definition sufficiently complete to enable a manufacturer to produce and maintain quality control of parts to the degree that physical and performance characteristics are interchangeable with those of the original approved design data, without resorting to additional product design effort, additional design data or requiring recourse to the original design activity. This TDP shall be submitted and approved through the Class I Engineering Change Proposal process. Technical Data shall consist of 3D solid models, STEP, 2D associated drawings, associated lists, and PDF of 2D and 3D views which print in 11x17 inch size and 200 dpi minimum resolution. The technical data shall be IAW ASME standards Y14.1, Y14.5, Y14.24, Y14.34, Y14.35, Y14.38, and Y14.100. Technical data shall be delivered IAW requirements cited in DI-SESS-81000C, and MIL-STD-31000. Refer to CDRL A040 for detailed information. For Unlimited Rights, See DFARS 252.227-7013 (a) (15) for technical data. DFARS 252.227-7013 (a) (15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

H.1.7.2 Engineering Release

H.1.7.2.1 Engineering Release Record (ERR). Engineering release is an action that formally approves configuration documentation and makes configuration documentation available for its intended use. The ERR is the vehicle by which the Contractor initially delivers new product data to establish the product baseline TDP (i.e., "initial release"), and delivers revised product data implementing approved changes to the existing Government-approved Product Baseline TDP (i.e., "change release"), subsequent to a Government-approved ECP. Provided the Government exercises the option for delivery of a complete Level III TDP for the entire M870A4 Semitrailer, the Contractor shall create, maintain, and revise product data and submit ERR package(s) to reflect the current Government-approved Product Baseline configuration for the complete M870A4 Semitrailer. The final submission ERR Package for the M870A4 Semitrailer is defined as the ERR form submitted concurrently with the new and revised product data for Level III TDP Product Baseline initial release IAW CDRL A041.

H.1.7.2.2 ERR Number. The Contractor shall request an ERR number from the Governments Configuration Data Manager prior to completion of drawings, models and associated lists and submission of any new or revised product data. The Contractor shall add his 3-character prefix to the 5-character alpha-numeric ERR number furnished by the Government. The resulting 8-character ERR number shall be the engineering release authority number reflected on models and in the revision block of drawings/associated lists. The ERR number used for change release shall be the same as the ECP number IAW CDRL A041.

H.1.7.2.3 ERR Submittal/Approval. The ERR package shall contain product data reflecting the complete, Government approved product baseline configuration (incorporating all approved changes) of the M870A4 Semitrailer Level III TDP; there shall be no missing down parts, interface data, or other deficiencies. Approval of drawings, models and associated lists for the Level III TDP (per CDRL A040) does not imply nor constitute ERR approval. The ERR will be approved only after all required product data has been delivered as part of the ERR package and the data is accurate, complete, and approved for release by the Government IAW CDRL A041.

H.1.7.2.4 Version Control. The Contractor shall assign a unique identifier to technical data and utilize disciplined version control in managing digital data. Each revision shall be a new master, and the Contractor shall retain all approved revisions (versions) of each document and model representation to provide a traceable history in order to access the correct revision when needed. The content of a document and model revision is fixed once approved. Changes are allowed only by a superseding revision (via Government-approved ECP) and subsequent Government approval of the new revision (via ERR). The Contractor shall ensure that all representations (i.e. hard copy, raster, Adobe PDF, CAD, STEP) of a single version or revision of data, delivered to the Government for approval and subsequently maintained by the Contractor for the term of this contract, are identical. The terms version and revision as used herein are interchangeable. The revision history description for all product data shall include the applicable Change Request and Change Order number for data revised prior to product baseline, and shall include the ERR Number authorized to release the data at product baseline and beyond.

H.2 WARRANTIES

H.2.1 The Contractor shall provide his standard commercial warranty, including any available pass-through warranties from its suppliers.

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUN/2010
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-18	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-20	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-26	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-28	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-30	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-36	52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	MAR/2009
I-37	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-39	52.227-3	PATENT INDEMNITY	APR/1984
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	OCT/2010
I-46	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-47	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-48	52.232-25	PROMPT PAYMENT	OCT/2008
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010

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I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-60	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-61	52.248-1	VALUE ENGINEERING	OCT/2010
I-62	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-63	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-67	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-68	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	SEP/2010
I-69	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-70	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-73	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-74	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-75	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-76	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-77	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	OCT/2010
I-78	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-79	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-80	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-82	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-83	252.225-7021	TRADE AGREEMENTS	NOV/2009
I-84	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-85	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-86	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAR/2011
I-87	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (MAR 2011) -- ALTERNATE I (JUN 1995)	JUN/1995
I-88	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAR/2011
I-89	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	MAR/2011
I-90	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-91	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-92	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-93	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-94	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-95	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-96	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
I-97	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-98	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-99	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-100	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-101	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-102	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-103	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-104	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV/2010
I-105	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-106	252.246-7001	WARRANTY OF DATA	DEC/1991
I-107	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-108	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-109	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-110	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007



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(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Defense Hotline  
400 Army Navy Drive  
Washington, DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-111            52.209-4            FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE            SEP/1989  
I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall deliver one (1) FPVI unit of Item No. 0002AA within 135 calendar days, and five (5) PVT units of Item No. 0003AA within 165 calendar days from the date of this contract to the Government at -4- for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 365 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

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- (e) Unless otherwise provided in the contract, the Contractor --
- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
  - (2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for
- (1) progress payments, or
  - (2) termination settlements if the contract is terminated for the convenience of the Government.
- If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
- (j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

- I-112            52.212-5            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            APR/2011  
EXECUTIVE ORDERS--COMMERCIAL ITEMS
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).
  - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- x   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
  - x   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - x   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
  - (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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- ☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- ☐ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011)(15 U.S.C. 657a).
- ☐ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (9) [Reserved]
- ☐ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (13)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (Jul 2010) of 52.219-9.
- ☐ (14) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☒ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (17) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (18) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f)
- ☒ (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009)(15 U.S.C. 632(a)(2)).
- ☐ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- ☐ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- ☐ (23) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☐ (24) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ☒ (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (26) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

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  x   (27) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

  x   (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

  x   (29) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

  x   (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

       (31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

       (32)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

       (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

       (ii) Alternate I (DEC 2007) of 52.223-16.

  x   (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

       (36) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

       (37)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

       (ii) Alternate I (Jan 2004) of 52.225-3.

       (iii) Alternate II (Jan 2004) of 52.225-3.

       (38) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  x   (39) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

       (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

       (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

       (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

       (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

       (44) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

       (45) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

       (46) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

       (47) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

       (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

       (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

       (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

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- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I-113 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Five years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I-114 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 720;

(2) Any order for a combination of items in excess of 720; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order

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limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-115      52.216-21      REQUIREMENTS      OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one-half (6 1/2) years after Contract Award.

(End of Clause)

I-116      252.212-7001      CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS      MAR/2011

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  x   52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)   x   252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)   x   252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)   x   252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4)        252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jan 2011) (15 U.S.C. 637 note).

(5)(i)   x   252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

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- (ii) \_\_\_ Alternate I (DEC 2010) of 252.225-7001.
- (6) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2011) (10 U.S.C. 2533b).
- (8) x 252.225-7012, Preference for Certain Domestic Commodities (Jun 2010) (10 U.S.C. 2533a).
- (9) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11)(i) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (SEP 2008) of 252.225-7021.
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7021.
- (12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7036.
- (iv) \_\_\_ Alternate III (DEC 2010) of 252.225-7036.
- (15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (21) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (26) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).



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(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

I-117	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/2011
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(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

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(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-118      52.219-28      POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION      APR/2009

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

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(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-119

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes,

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ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-120            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001  
(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-121            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-122            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

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(End of Clause)

I-123      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-124      252.223-7001      HAZARD WARNING LABELS      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label

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conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-125                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-126                      52.219-4070                      PILOT MENTOR-PROTEGE PROGRAM                      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the

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program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

I-127	52.246-4032	WARRANTY OF SUPPLIES FOR NON-WEAPON SYSTEMS	OCT/1996
	(TACOM)		

(a) Definitions

Acceptance: is when we sign the DD Form 250 or SF 1449 for the end item

Acceptance Date: The date shown on the signed DD Form 250 or SF 1449. If the end items are placed in storage, the acceptance date is shown on the DD Form 1149 and/or DD Form 1348-1.

Supplies: The end item and all parts and accessories you furnish under this contract.

Defect: is any condition or characteristic in the supplies that is not in compliance with the requirements of the contract.

(b) Warranty

(1) Upon our acceptance of the end item(s), you warrant that the supplies are free from defects in design, material, and workmanship for a period of 12 months from the acceptance date.

(2) If a defect occurs during the warranty period that makes the end item(s) unsafe or impossible to operate, you agree to extend the warranty for each affected end item(s) by a period of time equal to the time beginning when we notify you that the end items are deadlined and ending when they have been corrected and made operable. Additionally, to the extent you or your suppliers provide to commercial customers a greater warranty for the end item(s) or any of its components, you further agree to provide such greater warranty to us. You also will furnish to TACOM (Attn: AMSTA-IM-MBP) a listing of the specific parts, components, or assemblies which carry a warranty greater than the warranty you are providing us, as well as the specific terms of each greater warranty. See paragraph (h)(6), below.

(3) Any supplies corrected under this contract also will carry the same warranty as if they had just been accepted by us, per paragraph (b)(1) above.

(c) Notification.

You will be notified in writing, following our discovery of a defect in the supplies. This will be your official notification of a warranty claim, and will initiate the time constraints for you to correct the defect(s). Our notification will include identification of the applicable item serial number(s), UIC of the units who own the defective item(s), operating hours on the item(s), part number of the defective part, and the circumstances surrounding the defect. At this time, you will further be informed whether we have elected (i) to correct the defect(s) ourselves, or (ii) to direct you to correct the defect(s).

(d) Remedies--New Replacement Supplies and Transportation Cost.

(1) Government Correction:

(A) If we provide the replacement parts to correct the defects through our own supply channels, you will reimburse us the cost of these replacement parts. The reimbursement cost will be established based upon the amount in your current commercial dealer net price list or our Army Master Data File (AMDF) price, whichever is less.

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(B) If we direct you to provide the replacement parts to correct the defects, you will furnish the replacement parts to us, at the repair location we designate, without cost to us. You will furnish these replacement parts to us within ten working days after you receive our written notification, except when we otherwise agree in writing on another timeframe.

(2) Contractor Correction:

When we direct you to correct the supplies, you will furnish all material required to correct the defective supplies, and will make repairs within ten working days after you receive our written notification. You will provide a copy of your work order to the Government unit(s) that own the defective item(s). Your work order will identify (i) the specific defect(s) to be corrected, (ii) the corrections that will be performed, (iii) all replacement parts required, (iv) the labor hours required to make the repairs, and (v) the serial numbers of the end items to be repaired.

(e) Remedies--Labor for Warranty Repairs.

(1) Government correction:

When we elect to correct the supplies ourselves, you will reimburse us for the cost of labor involved in the correction, to include the cost of the end item disassembly and reassembly. The cost of the labor involved will be computed at the rate of \$48.00 per hour multiplied by the number of labor hours listed for the necessary repairs, as listed in your flat rate time schedule manual or in our Maintenance Allocation Chart (MAC), whichever is less.

(2) Contractor correction:

(A) When we direct you to correct the supplies, you will have the option to (i) correct them in the field, or (ii) return them to your designated facility for correction. When you correct the supplies, the cost of labor involved in the correction will be covered by you. If you elect to correct defects at your facility, you will arrange all transportation of the supplies to your facility and back to the units that own them, and you will bear the associated costs.

(B) When we direct you to correct the defect(s), you will notify the warranty claimant (the unit that owns the items needing correction) before initiating the corrective action. This will be done within five working days of receiving our notice. Your notification will be oral and will indicate whether you elect to correct the defect(s) in the field (on site) or at your facility. Additionally, this notification will include the name and location of the repair facility, if your facility will be used, and in all cases will indicate the date(s) on which the repair work will be done, and the dealer or individual(s) who will perform the work. Should you fail to accomplish required warranty corrections within ten working days after notification of warranty claim, you agree to extend, at no additional cost to us, the terms of coverage of the warranty on these affected supplies for a time equal to the period beginning with our formal notification of claim until the date the supplies have been corrected.

(f) Reimbursement Procedure.

You must provide payment by the 15th day of each month for all warranty claims submitted by us for reimbursement which were received by you during the previous month. The payment shall be by check made payable to the Defense Accounting Office, DAOTACOM, and mailed to the U.S. Army Tank-automotive and Armaments Command, Attn: DFAS-IN/EM-BED, Warren, MI 48397-5000. The payment shall be accompanied by a statement which identifies, for each claim covered by the payment, the claim number, the Unit Identify Code (UIC) of each claim, the date of each claim, total dollars (broken out between parts and labor), and this contract number.

(g) Contractor Rights and Remedies

(1) You have the right to inspect any defective supplies, wherever located, within 30 days after notification of a warranty claim for the purpose of evaluating the cause of, or existence of the defect(s). If we do not receive your instructions within this 30 day period, we will dispose of the defective supplies. This right, however, does not relieve you of your responsibility to initiate the warranty replacement/repair action when we notify you of a warranty claim. In the event you determine the defective supplies are clearly non-warrantable (per paragraph (h)(4) of this clause) you will stop ongoing repair action and notify the owning unit.

(2) In the event that a previously accepted warranty claim action is determined to be invalid, you will be equitably reimbursed. Our failure to agree to such a reimbursement, or any circumstance where you disagree with our determination, will be considered a dispute, and processed per the disputes coverage in this contract (see paragraph (d) of FAR 52.212-4).

(h) General Warranty Matters

(1) If commercially available, you will deliver your current flat rate time schedule manuals and current price lists to us, concerning the supplies you are furnishing under this contract. Note this contract number on these manuals and price lists. Use this address: U.S. Army Tank-Automotive and Armaments Command, Attn: AMSTA-IM-MBP, Warren, MI 48397-5000.

(2) You shall affix a permanent Warranty Data Plate to each end item covered by this warranty. The data plate will list the word WARRANTY across the top in bold letters. It also will list the National Stock Number, your Contractor name and CAGE code, the date



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the warranty starts by year and month (e.g. 9701), and the date the warranty expires by year and month (e.g. 9807). The end item data plate shall be approximately 3 inches by 4 inches, and shall be mounted in clear view of the operator as near as possible to the center of the instrument panel. Background material requirements are that there will be alternating bands of blue and neutral (natural color of the material), placed diagonally at a 45 degree angle to the vertical. The stripes will be of equal width, with each strip approximately as wide as the lettering characters are tall.

(3) The rights and remedies provided to us in this clause are in addition to and do not limit any rights afforded to us by any other clause in this contract.

(4) The warranty set forth in this clause does not apply to any damage or failure to perform caused by misuse or abuse of the vehicle, combat damage, fair wear and tear items (brake shoes, track pads, wiper blades, etc.), or by our failure to perform proper maintenance or service on the supplies.

(5) You will provide a warranty performance report if required to do so by contract Data Item Description, such as DI-MNTY-81217).

(6) You will furnish, within 30 days from contract award, a listing of specific parts, components, and assemblies which carry a warranty greater than the warranty period in paragraph (b)(1) above. A copy of each warranty, along with each supplier's method of implementation, will also be provided to us, at the mailing address given in paragraph (h)(1) above.

(7) If we place any end items in storage following acceptance, you agree to extend the warranty terms for each affected item by an additional period of time equal to the number of months the item is kept in storage, or you agree to give us an equitable reduction in the contract price equal to the pro rata cost of the lost portion of the warranty, up to the full cost of the warranty, for each month after acceptance that we keep those end items in storage.

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	21-DEC-2010		
Attachment 0001	PURCHASE DESCRIPTION ATPD 2395C	21-DEC-2010		
Attachment 0002	DELIVERY SCHEDULE	21-DEC-2010		
Attachment 0003	VEHICLE DATA SHEET (VDS)	21-DEC-2010		
Attachment 0004	MAINTENANCE ANALYSIS	21-DEC-2010		
Attachment 0005	DATA DELIVERY DESCRIPTION-ENGRG CHANGE PROPOSAL AND VALUE ENGRG CHANGE PROPOSAL (DDD-ECP/VECP)	21-DEC-2010		
Attachment 0006	DATA DELIVERY DESCRIPTION-NOTICE OF REVISION (DDD-NOR)	21-DEC-2010		
Attachment 0007	DATA DELIVERY DESCRIPTION-REQUEST FOR DEVIATION (DDD-RFD)	21-DEC-2010		
Attachment 0008	PROVISIONING	21-DEC-2010		
Attachment 0009	PUBLICATIONS REQUIREMENTS	21-DEC-2010		
Attachment 0010	PACKAGING	21-DEC-2010		
Attachment 0011	PAST PERFORMANCE QUESTIONNAIRE	21-DEC-2010		
Attachment 0012	PRICING SPREADSHEET	21-DEC-2010		
Attachment 0013	TACOM BEST PRACTICES DOCUMENT	21-DEC-2010		
Attachment 0014	MANUFACTURE ACCEPTANCE SPREADSHEET & EQUIPMENT CONTROL RECORD INSTRUCTIONS	21-DEC-2010		
Attachment 0015	ASCII FORMAT FOR CORRECTIVE ACTION DATA STREAMS	21-DEC-2010		
Attachment 0016	DEPT OF ARMY TECHNICAL MANUALS FOR M870/M870A1	21-DEC-2010		
Attachment 0017	DEPT OF ARMY TECHNICAL MANUAL FOR M870A3	21-DEC-2010		
Attachment 0018	PAST PERFORMANCE RELEVANCE			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION	JUL/2009
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2011

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336212.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran -- Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

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- (B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

- K-8

52.204-5

WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)

MAY/1999

(a) Definition.

Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation.

[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

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52.209-7

INFORMATION REGARDING RESPONSIBILITY MATTERS

JAN/2011

(a) Definitions.

As used in this provision--

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Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-10      52.212-3      OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2011) - ALTERNATE I (APR 2011)      APR/2011

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women

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who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"

- (1) Means a small business concern
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned

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business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a service-disabled veteran-owned small business concern.



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(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
 \_\_\_ is,  
 \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  
 \_\_\_ is,  
 \_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .]

\_\_\_\_\_  
 \_\_\_\_\_

Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:

\_\_\_\_\_  
 \_\_\_\_\_

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it  
 \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable

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exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

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Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic

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provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an

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amount that exceeds \$3,000 for which the liability remains unsatisfied.

- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly
- (1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured outside the united States); or
- (2) [ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-10-R-0086      MOD/AMD</p>	<p style="text-align: center;"><b>Page 94 of 119</b></p>
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**Name of Offeror or Contractor:**

(1) [ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- \* TIN: \_\_\_\_\_.
- \* TIN has been applied for.
- \* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

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**Name of Offeror or Contractor:**

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(5) Common parent.

- \* Offeror is not owned or controlled by a common parent;

- \* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

K-11      252.204-7007      ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8)      MAY/2010

Substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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**Name of Offeror or Contractor:**

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K-12                      252.212-7000                      OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS                      JUN/2005

(a) Definitions. As used in this clause

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-13                      52.215-4010                      AUTHORIZED NEGOTIATORS                      JUN/2008  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:



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**Name of Offeror or Contractor:**

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-14      52.223-4002      USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)      OCT/2008  
(TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-15      52.225-4003      IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED      MAR/1990  
(TACOM)      KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i)    ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation

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**Name of Offeror or Contractor:**

that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-4	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-5	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-8	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (TACOM Contracting CenterProtest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-9	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East LEnfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

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L-10            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-11            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-12            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-13            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(TACOM)            (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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**Name of Offeror or Contractor:**

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material,including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-14 52.212-1 INSTRUCTION TO OFFERORS--COMMERCIAL ITEMS JUN/2008

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3(see FAR 52.212-3(1) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject

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**Name of Offeror or Contractor:**

the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
  - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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**Name of Offeror or Contractor:**

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>)

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)

(iii) ASSISTdocs.com (<http://assistdocs.com>)

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database). The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The "DUNS" or "DUNS+4" is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one. An offeror within the United States may contact Dunn and Bradstreet by call 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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**Name of Offeror or Contractor:**

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

L-15                      52.215-4003                      HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES                      NOV/2008  
(TACOM)                      (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

US Army TACOM-LCMC  
Contracting Center  
Offer Receipt Office, Building 231, Room 1300, AMSCC-TAC-HMG  
6501 East 11 Mile Road  
Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

L-16                      52.215-4404                      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY                      MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.



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**Name of Offeror or Contractor:**

[End of Provision]

L-17                      52.219-4005                      SUBMISSION OF SUBCONTRACTING PLAN                      FEB/1999

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) Army Contracting Command - Warren (DTA) will require a copy of such subcontracting plan. Offerors may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars. xxx

(End of Clause)

L-18                      52.233-4001                      HQ-AMC LEVEL PROTEST PROCEDURES                      OCT/2006

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

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(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Clause]

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**Name of Offeror or Contractor:**

(TACOM)      TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

**L.1 PROPOSAL SUBMISSION REQUIREMENTS**

L.1.1 Offerors are expected to submit a proposal in accordance with the solicitation. The Government will award a 5 year requirements contract for this trailer configuration.

L.1.2 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.1.3 All or none: Offers in response to this Request For Proposal (RFP) must be submitted for all the requirements identified in the RFP, with the exception of the option for a Technical Data Package (TDP). Offers submitted for less than all the other requirements called for by this RFP may be rejected. While obtaining a TDP is of great importance to the Government, Statute 10 U.S.C. 2320 (a) (2) (F) precludes the Government from making it a condition of being responsive to a solicitation or as a condition for awarding a contract.

L.1.4 Lateness: The lateness rules for submitted proposals are outlined in FAR 52.212-1 "Instructions to Offerors-Commercial Items", incorporated into this solicitation.

L.1.5 The proposal, subject to the Submission, Notification, Modification, Revision and Withdrawal, paragraph of Instructions to Offerors-Commercial Items (FAR 52.212-1) contained in Section L of the RFP shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of the proposal must be contained in the proposal volumes as set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance. The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the RFP. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal.

L.1.6 Offerors are required to submit both electronic and paper copies of their proposals as follows:

L.1.6.1 Electronic copies (CD or DVD): For each volume II through V, submit (3) identical copies of the proposal on Computer Disk-Read Only Memory (CD-ROM) or DVD utilizing Microsoft 2007 MS Word, MS Excel, MS Power Point, MS Project, or Open Plan and Portable Document Format (PDF) compatible formats. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Drawings may be provided in PDF. Scanners should be set to 200 dots per inch.

L.1.6.1.1 Files in Hypertext Markup Language (HTML) must not contain active links to live internet sites or pages. All information must be contained within the CD ROM/DVD and be accessible offline.

L.1.6.1.2 Each CD-ROM/ DVD shall be labeled so that it is easily identifiable for evaluation purposes (example: Volume II: Factor 1, Technical, Set 1 of 3, CD 1 of 5).

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L.1.6.1.3 Offerors shall make every effort to ensure that its offer is virus free. Offers submitted which reflect the presence of a virus, or that are rendered unreadable by damage shall be treated as unreadable as described in FAR 15.207. Reference FAR 15.207(c) for a description of the steps the Government shall take regarding unreadable offers.

L.1.6.2 Paper copies: Submit three (3) identical sets of paper copies of volumes II through V.

L.1.6.2.1. The Offerors proposal shall be submitted in five (5) separate volumes as set forth below. All narratives shall be submitted on standard 8.5 x 11 inch paper with a minimum of 10 pt font. Schedules, drawings and other documents more appropriate to larger paper may be placed on 11 by 17 fold out sheets.

L.1.6.2.2 Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and shall cross reference the pertinent section of the Solicitation.

L.1.6.2.3 The title page shall contain the name of the volume and a description of its contents.

L.1.6.2.4 The table of contents shall be organized by factors and consideration as set forth in this solicitation. List all attachments and substantiating data in the table of contents under the specific subfactor and consideration that it supports. The table of contents shall cross reference the related Section and paragraph of the solicitation, contain page numbers, CD-ROM or DVD Volume and number, and the file name.

L.1.7 PROPOSAL SUBMISSION: Offerors should ensure that any commercial carrier it uses has a tracking system that can provide documentation that will prove the date and time of delivery to the Government. All proposals delivered in response to this RFP shall be addressed as follows:

US Army TACOM-LCMC  
Contracting Center  
Offer Receipt Office  
Building 231, Room 1300, CCTA-HMG  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000

RFP number: W56HZV-10-R-0086

TO BE DELIVERED UNOPENED

(Offerors Name)  
(Offerors Cage Code)  
(Offerors Address)

L.2 PROPOSAL FORMAT, INSTRUCTIONS, AND CONTENT

L.2.1 All proposal information must be in the English language (American Standard) and shall be in US dollars.

L.2.2 Each section of the proposal shall be separated by volume to facilitate review by the Government. Offers shall be submitted in the following types and quantities:

Volume Number	Title	Copies
	Cover Letter	3 paper, 3CD/DVD
Volume I	SF33 and Sections C-K	3 paper, 3CD/DVD
Volume II	Factor 1: Technical	3 paper, 3CD/DVD
Volume III	Factor 2: Past Performance	3 paper, 3CD/DVD
Volume IV	Factor 3: Price	3 paper, 3CD/DVD
Volume V	Factor 4: Small Business Participation	3 paper, 3CD/DVD

L.3 VOLUME I SF33/SECTIONS C- K: Submit three signed copies of the Standard Form 33 (SF33) cover page and a copy of all completed fill-ins for Sections A through K, including all signed copies of amendments to the RFP.

L.3.1 A statement specifying compliance with all terms, conditions and provisions included in the solicitation (inclusive of all attachments), or any exceptions, shall be included in Volume I. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents must be fully explained. Any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, prior to evaluation. The offeror shall submit all certifications and representations within Volume I.

L.4 VOLUME II FACTOR 1: TECHNICAL

The Offeror shall provide complete, descriptive information, technical data, and documentation illustrating how the offered M870A4 meets the requirements in ATPD 2395C.

L.4.1.1 There are four considerations that will be evaluated under Factor 1- Technical:

- (1) Payloading
- (2) Operational Mission Profile
- (3) Transportability
- (4) Electrical
- a) The Offeror shall provide specific Substantiating Information for L.4.1.1.2 L.4.1.1.5 below. To the extent available, Substantiating Information may include test data, commercial literature, historical information, analytical support, design documentation, modeling and simulation data, top drawings, sketches, parts lists, specifications, design methodology or other substantiating data supporting conformance with the required performance levels.
- b) Validated test data, which establishes conformance of the offered trailer configuration to the performance requirements in ATPD 2395C, represents the most credible form of relevant substantiating information. However, the greater the extent to which the Offerors proposed configuration meaningfully varies from the tested configuration, thereby undermining the credibility of the offered test data, the more the government may discount the validity of the test data as substantiating information. Accordingly, where the Offeror submits test data, the offeror shall discuss the extent to which the offered configuration varies from the tested configuration. To the extent variances exist, the offeror shall discuss the impact such variances have on the credibility of the test data. To the extent that it is not included in the proposal, the Government reserves the right to obtain, and consider in the evaluation, other available Government test data on the proposed systems.

L.4.1.1.2 Payloading (reference ATPD 2395C paragraph 3.3.3 & 3.18.4.2):  
The offeror shall address capability to provide for safe loading and unloading of the equipment below, both operable and inoperable, requiring winching or push assist during loading. The offeror shall describe and provide any drawings, modeling and simulations, and test results, if available, of the rear loading ramp system and explain how it permits the loading of the following equipment from ATPD 2395C Table II:

- 621G Scraper
- 4,000lb Forklift
- Wheel Loader (H100) 5 Yd

The offeror shall describe and provide any drawings, modeling and simulations, and test results, if available, of the front end loading system and document how the following equipment would be loaded from the front end of the trailer:

- Asphalt Paver
- 621G Scraper
- Type II Hyex
- Type II Vibratory Roller

The Offeror shall describe how the proposed trailer meets the payload distribution requirements in ATPD 2395C Table I.

L.4.1.1.3 Operational Mission Profile (reference ATPD 2395C paragraph 3.4 Table III, 6.3 and those referenced below):  
Offerors shall describe and provide any drawings, modeling and simulations, and test results, if available, that illustrates how the trailer was designed to operate at the speeds, and with the loading conditions specified in paragraph 3.4 Table III on primary and secondary roads and improved trails and trails. Offerors shall include information on the engineering details of the suspension (3.10, 3.10.2); sufficiency of the axles to carry up to the maximum payload of the trailer and compliance with ABS on each axle (3.10, 3.10.2, 3.11.b); quantity, rating, and locations of the lashing D-rings; vertical load capacity of the fifth wheel (3.3.3.2); and compatibility of the upper coupler plate with the fifth wheel (3.13).

L.4.1.1.4 Transportability/Vehicle Dimensions (reference ATPD 2395C paragraph 3.25 and 3.8):  
The offeror shall provide the vehicle dimensions specified in Table IV for the offered trailer configuration. The offeror shall explain how the trailer will be transportable without special permits on highway, rail, Army landing craft, larger vessels/ships and fixed-wing air specified in paragraph 3.25. Describe how loading requirements are met and provide drawings, modeling and simulations, and test results, if available, specifically addressing approach and departure angles (RO/RO) for marine transport (3.25.1), wheel loads for aircraft transport (3.25.8), and quantity, location, and capacity of lifting (3.25.2) and tie-down provisions (3.25.3).

L.4.1.1.5 Electrical (reference ATPD 2395C paragraph 3.15 and 3.12.4):  
Within the referenced paragraphs above, t he offeror shall describe and provide any drawings, electrical schematics, and test results, if available, that illustrate how the ABS will operate on both 12-volt and 24-volt and how the lighting will be compatible with the voltage supplied by both the M916 (12-volt and 24-volt) and M983 (24-volt only) prime movers.

L.5 VOLUME III- FACTOR II: PAST PERFORMANCE

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L.5.1 Provide information for a total of up to six recent and relevant contracts for (i) you, and/or (ii) your proposed Subcontractor(s). These may include foreign, federal, state, local and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP. Relevant past performance includes the following scope of work activities:

- a. Manufacturing a semitrailer of comparable size and complexity to the M870A4.
- b. Manufacturing a similar semitrailer at a monthly production rate comparable to the estimated maximum M870A4 production rate of 60 trailers per month.
- c. Producing a trailer to a Government Purchase Description with a set of performance requirements such as an ATPD.
- d. Delivering Government technical manuals including electronic technical manuals.

For convenience in identifying the extent of Relevance of prior offeror contracts, a Past Performance Relevance Matrix is attached as Attachment 018. The offerors shall complete this matrix with the relevant information requested.

L.5.1.1 Performance Approach: To support the Past Performance Factor assessment of the relevance of prior contracts to the current M870A4 requirement, Offerors shall describe their proposed performance approach to performing the M870A4 effort. This performance approach is a brief organizational description (by Prime offeror and Subcontractors) of who will perform the major work activities listed in L.5.1 (a-d) above. In this regard, the organization may include the prime offeror as the overall manager of the effort, but also may include subcontractors or team members who will perform discreet elements of the M870A4 work.

L.5.1.2 Contract Information: For each of the up to six recent and relevant contracts submitted under L.5.1 above, provide the following information:

- (a) Contract Number (and delivery order number if applicable);
- (b) Contract Type;
- (c) Total Value of the Contract (beginning & ending value);
- (d) Performance Schedule;
- (e) Government or commercial contracting activity address, telephone number and e-mail;
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail;
- (g) Government (DCMA) or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email.
- (h) A description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in L.5.1(a-d).
- (i) The dates of contract performance;
- (j) Any significant subcontracting or teaming agreements;
- (k) Percentage of effort performed as a prime or subcontractor;
- (l) For each of the contracts listed, provide a brief self-assessment of contract performance. Your self-assessment must address performance to meet Technical and Schedule requirements within estimated costs.
- (m) Copies of the Statements of Work from each of the up to six submitted contracts to establish the relevance of the contract to the scope of work activities listed in L.5.1 above.

L.5.1.2.1 Note: Regarding L.5.1.2 (l) above, and in evaluating each Offerors performance history, the Government will look at the Offeror's delivery performance, and that of any subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

L.5.1.3 Past Performance Questionnaire: A past performance questionnaire is provided in Attachment 011. For each of the up to six recent/relevant contracts submitted by the offeror, and based on identification of your most recent and relevant contracts, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Procuring Contracting Officer (PCO) and/or Contracting Officer's Representative (COR) or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the contract specialist at [Vincent.strongarone@us.army.mil](mailto:Vincent.strongarone@us.army.mil) as soon as possible, but no later than the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading PAST PERFORMANCE INFORMATION FOR [offeror name].

L.5.1.4 In addition, the offeror is requested to prepare and submit to the Contract Specialist, within ten (10) days of the Government's posting of the final RFP, a past performance matrix of the references to whom the offeror sent the past performance questionnaires. The matrix must be sent to the Contract Specialist via email to [\"\\*HYPERLINK \"mailto:Vincent.strongarone@us.army.mil\"Vincent.strongarone@us.army.mil](mailto:Vincent.strongarone@us.army.mil) and shall contain the following information prepared in the following format:

- (1) Contract No./Delivery Order;
- (2) Contract/Delivery Order Type;
- (3) Program Title, including brief (200 words or less) description of work performed;
- (4) Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor;

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- (5) Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR);  
(6) Date Questionnaire sent to the Government or Contractor Point of Contact

L.5.1.5 As highlighted above, Offerors are strongly encouraged to arrange for submission of Past Performance questionnaires specified in L.6.1.3 above, to \\*HYPERLINK "mailto:Vincent.strongarone@us.army.mil"Vincent.strongarone@us.army.mil as soon as possible, but no later than the date of proposal submission.

L.5.1.6 Corporate Entities: If any contract, listed as part of the Past Performance subfactor submission, was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate which entity will perform this effort. The offeror shall also provide the above requested information for any proposed Subcontractor on which the offeror is submitting Past Performance information.

L.5.1.7 Predecessor Companies: If you, or the Subcontractor(s) you are submitting Past Performance Information on, only have recent and relevant performance history as a part of a predecessor company, we may consider that past performance in our evaluation of past performance. Please provide the information for those recent and relevant contracts of that predecessor company. Offerors must also briefly document the history of the evolution from the predecessor company.

L.5.1.8 Contacting References: Offerors are advised that the Government may contact any of the references that the offeror provides, may contact other third parties for performance information, and the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed Significant Subcontractors to allow the Government to discuss the Significant Subcontractor's past performance with the offeror.

L.5.1.9 Past Performance Information: The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offeror. Additionally, the offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contract Performance and Rating System (CPARS) to search for recent and relevant offeror performance and ratings. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

**L.6 VOLUME IV FACTOR 3: PRICE**

L.6.1 The Price volume shall include supporting documentation/data in sufficient detail to enable the Government to evaluate the reasonableness of the Offerors proposed price. To expedite Government review of the proposals, the pricing files shall be in Microsoft Excel 2007 format. Any supporting narrative shall be in Microsoft Word 2007 format. Offerors shall insert unit prices for all CLINs as instructed in Attachment 12, Pricing. Offerors will provide prices for each contract year.

L.6.1.1 Supporting Data: The offeror is required to provide, on a per unit basis, narratives describing the basis and rationale of each element included in the summaries. Identify any judgmental characteristics applied and any mathematical, statistical, or other methods used in pricing, and the nature and amount of any contingencies or adjustments included in the proposed amounts. Provide current Forward Pricing Rate Agreement (FPRA) if available, pool and base information with historical data or projected costs with explanation of reasoning. If the offeror sells a comparable base unmodified trailer to other customers, the offeror shall provide a copy of the current published catalog price or published price list that is available to their customers or provided to their dealers and distributors. The offeror shall also provide information on sales of the base trailer to other customers, including other Government entities. This information shall include trailer model sold, customer, date of sale, unit price, quantity, and a comparison of the technical differences (and associated cost impacts) between this base model and the trailer offered in response to this solicitation. Also include copies of invoices for these other sales.

L.6.2 If necessary, the Government reserves the right to request additional information to aid in its evaluation of price reasonableness.

**L.7 VOLUME V FACTOR 4: SMALL BUSINESS PARTICIPATION**

L.7.1 The offeror shall provide the Small Business Participation Factor proposal in Volume V. The following Small Business Participation proposal submission instructions apply to every Offeror (U.S. and non-U.S.), regardless of size, status, or locations of working facilities or headquarters.

L.7.2 For proposal preparation and evaluation purposes, the Offerors Small Business Participation proposals shall be consistent with the subcontracting cited in the Offerors Cost/Price Factor proposal, and any subcontracting references contained elsewhere in the Offerors non-Cost/Price Factor Proposal.

Reserved

L.7.3 All Offerors, including Offerors who are U.S. small business concerns, based on the NAICS code 336212 assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size

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standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

L.7.4 If the Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offerors own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the Offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first tier U.S. small business concerns.

L.7.5 Small Business Amounts: ALL Offerors shall address anticipated U.S. small business concern participation and subcontracting based on the offeror receiving a five year requirements contract.

L.7.5.1 The offeror shall provide information for small business participation and subcontracting in a table format as set forth below.

For each ordering period based on the estimated quantities/services listed in the solicitation, the offeror shall provide its information utilizing the following example:

Ordering Period - Small Business Participation Table

Business Category	Amount of Subcontracts	%of SB Participation	Total Subcontracting
All Subkts (LB+SB)	\$43.00M		\$43M
SB	\$16.34M	38%	(\$16.34M of \$43M)
SDB*	\$ 2.36M	5.5%	(\$ 2.36M of \$43M)
WOSB*	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
HUBZone SB*	\$ 1.08M	2.5%	(\$ 1.08M of \$43M)
VOSB*	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
SDVOSB*	\$ 1.46M	3.4%	(\$ 1.46M of \$43M)

\*These categories will be evaluated as part of the Small Business category and the breakdown information specified above is requested to both (1) serve as substantiating information in support of the overall credibility of proposed Small Business subcontracting percentages; and (2) where the solicitation requires certain offerors to submit a Small Business Subcontracting Plan under FAR 52.219-9, for consistency with the Small Business Subcontracting Plan. As described in RFP Section M for this Small Business Participation Factor evaluation, the Government will evaluate the extent of proposed subcontracting goals only for Small Business (all Small Business Categories combined) and Small Disadvantaged Business. The following additional Government subcontracting goals are provided for information purposes: 5% WOSB, 3% VOSB, 3% SDVOSB, and 3% HUBZone SB. (All are TACOM LCMC FY11 goals).

L.7.6 Guidance for filling in the above Small Business Participation Table:

- a. Include 1st tier subcontractors only. Note that members of a joint venture may be considered the offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.
- b. If the offeror is a U.S. small business concern, detail the extent of the offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.
- c. Percentages should be rounded to the nearest tenth of a percent.
- d. If a cost share arrangement is permitted by the solicitation and proposed by the Offeror, include subcontracting dollars for the entire proposed effort, not just for the Government share of the contract.

L.7.7 Guidance for particular Business Categories:

- a. For ALL Subcontracts (LB+SB): Include ALL subcontracting, e.g., large business, small business, educational institutions, non-profit organizations, etc., in the dollars on this line.
- b. For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB, and SDVOSB are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a \$10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: \$10,000 under SB, \$10,000 under WOSB, \$10,000 under VOSB and \$10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (not \$40,000). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.
- c.. For HUBZone SB: Include only SBA certified HubZone SBs. Note that this is different from some of the state HUBZone certifications.

L.7.8 Small Business List: ALL offerors shall provide the names of small business concerns (including the offeror if a small business concern) who would participate in accomplishing the proposed contract; the small business classification of each U.S. small business concern (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB; a short description of the specific services to be provided by each small



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business concern; and the estimated total dollars for each service or product.

a. This data shall be provided in a table format for each ordering period based on the estimated quantities/services listed in the solicitation, and in accordance with the following example:

Ordering Period:

Name of SB Concern	*SB Classification(s)	Description of Service	Total\$
ABC Co.	SB	Wire	\$ 0.50M
DEF Co.	SB	Plating	\$ 0.75M
GHI, Inc.	SB, WOSB, VOSB	Circuit Cards	\$ 1.20M

Note that during the evaluation, the government may request you submit a letter from the small business affirming the information provided in your proposal.

\*As described in RFP Section M for the Small Business Participation Factor, only the extent of SB and SDB participation are being evaluated under this Factor. The breakdown information specified under the SB Classifications column, with respect to WOSB, HUBZone SBs, VOSBs, and SDVOSB), is required as supporting information to substantiate the credibility of the Offerors proposed SB and SDB percentages. .

b. Guidance for filling in the above Small Business List table: For SB Classifications(s), list all SB Classifications that apply to each concern.

L.7.9 If the offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan under this solicitation, in accordance with FAR 52.219-9, the Small Business Subcontracting Plan shall be consistent with the Offerors Small Business Participation Proposal information provided in response to this Section L.

L.7.10 Past Performance Information: Offerors are to submit information requested in either L.7.11 or L.7.12 but not both. Follow the instructions in those paragraphs to determine which applies to your firm.

L.7.11 Compliance with FAR 52.219-9: Offerors which are both:

a. other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code 336212 applicable to this solicitation); and

b. have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9

are to provide a description of its performance in complying with the requirements of FAR 52.219-9, including documentation of both its goals and its accomplishment of the goals established under subcontracting plans of prior contracts performed over the last 12 months. This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last 12 months from the date of RFP release, the offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DD Form 295s) to document the accomplishments. (Note: if the offeror has not performed a contract over the past twelve months, which included FAR 52.219-9, the offeror shall so state).

L.7.12 Approach to meeting FAR 52.219-8. Offerors which are either:

a. U.S. small business concerns, or

b. other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9

shall substantiate its proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

- (1) A description of the Offerors performance, over the past 12 months (from the date of solicitation issuance), in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past 12 months, which included FAR 52.219-8, the offeror shall so state);
- (2) A description and available documentation of any methods or techniques used to promote small business participation;
- (3) Any listings of U.S. small business concerns who are subcontracting candidates;
- (4) A description of internal procedures used to monitor small business participation during contract performance; and/or
- (5) Identification of actual supplies/services to be subcontracted to U.S. small business concerns, on the instant action, to include the name and type of small firm (small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small

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business (SDVOSB), HUBZone small business (HUBZone SB), small disadvantaged business (SDB), and woman-owned small business (WOSB)).  
(6) Any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

\*\*\* END OF NARRATIVE L0001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR/1984
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.212-2	EVALUATION--COMMERCIAL ITEMS	JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Select the source(s) whose proposal provides the best value to the Government and whose performance is expected to meet Government requirements at a reasonable and affordable price.
2. Ensure an impartial, equitable and comprehensive evaluation of each offerors capabilities and proposals, and minimize the complexity of the solicitation, the evaluation process and the selection decision effort.
3. Obtain maximum efficiency while minimizing the complexity of the solicitation, evaluation, and selection decision.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

M-4	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
  - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
  - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;
  - (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-5	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007
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The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for

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each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

M-6                      52.225-4002                      EVALUATION OF FOREIGN OFFERS                      MAR/1984  
(TACOM)

For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax shall be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

[End of Provision]

M.1                      BASIS FOR AWARD

M.2                      OFFEROR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

Section M of this RFP sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance.

M.2.1                      The Government will award a contract to the offeror that:

- a. Represents the best value to the Government, and
- b. Submits a proposal that meets all the material requirements of this solicitation, and
- c. Meets all the responsibility criteria IAW FAR 9.104.

M.2.2                      To make sure that the offeror meets the responsibility criteria IAW FAR 9.104, the Government may:

- a. Arrange a visit to the Offerors plant and perform a necessary pre-award survey, or
- b. Ask the offeror to provide financial, technical, production, or managerial background information.

M.2.3                      If the offeror does not provide the Government with the data asked for in M.2.2 (b) above within 7 calendar days from the date the offeror receives the Governments request, or if the offeror refuses to have the Government visit his facility, the Government may determine the offeror non-responsive.

M.2.4                      If the Government visits an Offerors facility, the offeror is to make sure that current certified financial statements and other data relevant to its proposal is available for the Government team to review.

M.3                      REJECTION OF OFFERS

M.3.1                      Offerors must carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction the offeror does not understand, the offeror may request clarification from the Contracting Officer. The circumstances that may lead to the rejection of a proposal are:

a. The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

(1) When a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms or does not provide support and detail as specified in Section L of this solicitation.

(2) A proposal fails to provide any of the data and information required in Section L.

(3) A proposal provides some data but omits significant material data and information required by Section L.

(4) A proposal merely repeats the contract Scope of Work without elaboration.

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.

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- c. Contains any unexplained significant inconsistency between the proposed effort and cost and/or price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.
- d. Is unbalanced as to cost or price. An unbalanced offer is one which, despite a total evaluated price that may be acceptable, has prices for one or more contract line items that are significantly over or understated. An unbalanced offer may also be one that is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price.
- e. Offers a product or service that does not meet all stated requirements of the solicitation.

**M.4 EVALUATION AND SOURCE SELECTION PROCESS**

**M.4.1 Evaluation Process:** Selection of the successful offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. The offeror shall include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

**M.4.2 Source Selection Authority:** The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

**M.4.3 Source Selection Evaluation Board (SSEB):** An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

**M.4.4 Award without Discussions:** This RFP includes FAR Provision 52.212-1 Instructions to Offerors - Commercial Items in Section L which advises offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a technical, past performance, price, and Small Business standpoint. However, under FAR 52.212-1, the Government reserves the right to hold discussions, if necessary.

**M.4.5 Importance of Cost/Price:** All the factors contained in each proposal will be evaluated. However, the closer the offerors' evaluations are in the non-cost/price factors, the more important the cost/price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Areas, Cost/ Price may be the controlling factor when:

- a. Proposals are otherwise considered approximately equal non-cost/price areas; or
- b. An otherwise superior proposal is unaffordable; or
- c. The advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost/price premium.

**M.4.6 Proposal and Performance Risks:** For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

**M.4.6.1 Proposal Risks:** Proposal Risks are those risks associated with an Offerors proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the SSEB and is integrated into all evaluations except the rating for Past Performance and Small Business Participation.

**M.4.6.2 Performance Risks:** Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that Offerors record of past and current performance. Performance risk will be assessed by the SSEB when Past Performance and Small Business Participation are evaluated.

**M.4.7 Source Selection Trade-Off Process:** This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-cost/price factors, against the evaluated cost/price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each Offerors proposal in the non-cost/price factors as well as the total evaluated cost/price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the offeror with the lowest evaluated cost/price.

**M.5 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE**

**M.5.1 Best Value Evaluation**

- a. To determine the best value, we will evaluate the following factors:

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**Name of Offeror or Contractor:**

(1) Technical

(2) Past Performance

(3) Price

(4) Small Business Participation

b. (1) Technical is significantly more important than (2) Past Performance. (2) Past Performance is more important than (3) Price, which is more important than (4) Small Business Participation. As required by FAR 15.304(e), the non-price factors when combined are significantly more important than the Price factor.

**M.5.2 VOLUME II- FACTOR 1: TECHNICAL**

a) The M870A4 performance and design requirements specified in the purchase description (ATPD2395C) represents the Governments minimum requirements that must be met by the Offerors proposal.

b) The offerors technical solution, with respect to the four considerations discussed in section L.4.1.1.2-L.4.1.1.5, will be evaluated as described in M.5.2.1- M.5.2.4 below for the Technical Factor. The Government will assess the risk of the offeror not being able to meet the requirements as proposed. Failure to provide a detailed analysis, rationale, and supporting documentation that satisfies the requirements of Section L and incorporates assumptions may be reflected in the Governments risk assessment. Incomplete and unclear proposals may add risk. Test reports, detailed calculations, drawings, engineering analyses, modeling and simulation, and evidence of performance generally mitigate risk. The claimed level of performance should be supported with calculation or test analysis; failure to provide this detail may result in a higher risk. Analysis and test data on similar systems can be provided to help mitigate risk; assuming a valid correlation is prepared and submitted.

**M.5.2.1 Payloading**

The Offerors information submitted in response to L.4.1.1.2 will be evaluated to assess the proposal risks, and a rating level assigned, based on the probability that the Offerors proposed system will meet the payloading performance requirements for the equipment specified in L.4.1.1.2. .

**M.5.2.2 Operational Mission Profile**

The Offerors information submitted in response to L.4.1.1.3 will be evaluated to assess the proposal risks, and a rating level assigned, based on the probability that the Offerors proposed system will meet the performance requirements of PD paragraphs 3.4 Table III. Supporting information submitted on the following components referenced within the ATPD paragraphs cited, will be evaluated to mitigate the risk of meeting the operational mission profile performance requirements:  
suspension (3.10, 3.10.2), axles (3.10, 3.10.2 and 3.11) rating and locations of the lashing D-rings (3.25.4) and vertical load capacity of the fifth wheel (3.3.3.2) and compatibility of the upper coupler plate with the fifth wheel (3.13).

**M.5.2. Transportability/Vehicle Dimensions**

The Offerors information submitted in response to L.4.1.1.4 will be evaluated to assess the proposal risks, and a rating level assigned, based on the probability that the Offerors proposed system will meet the performance requirements of PD paragraphs 3.25 and 3.8.

**M.5.2. Electrical**

The Offerors information submitted in response to L.4.1.1.5 will be evaluated to assess the proposal risks, and a rating level assigned, based on the probability that the Offerors proposed system will meet the performance requirements of PD paragraphs 3.15 and 3.12.4 and compatibility with the M916 and M983 prime movers.

**M.6 VOLUME III- FACTOR 2: PAST PERFORMANCE**

M.6.1 The proposal will be evaluated to determine the Performance risks. The factor assessment of Past Performance will be based on the Offerors and significant subcontractors current and past record of contract performance on relevant contracts performed within approximately the last three (3) years as it relates to the probability that the offeror will successfully accomplish the requirements of this effort. When addressing performance risk, the Government will focus its inquiry on the Offerors and significant subcontractors record of performance as related to the following:

- a. Manufacturing a semitrailer of comparable size and complexity to the M870A4
- b. Manufacturing a similar semitrailer at a monthly production rate comparable to the estimated maximum M870A4 production rate of 60 trailers per month.
- c. Producing a trailer to a Government Purchase Description with a set of performance requirements such as an ATPD.
- d. Delivering Government technical manuals including electronic technical manuals.

M.6.2 Offerors without a record of relevant, meaningful Past Performance will be rated as Unknown Risk, which is neither favorable nor unfavorable.

M.6.3 In evaluating each Offerors performance history, the Government will look at the Offerors delivery performance, and that of its

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**Name of Offeror or Contractor:**

proposed subcontractors (if applicable) against the contracts original delivery schedule unless the delay was Government-caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror.

M.6.4 Additionally, the offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

M.7 VOLUME IV- FACTOR 3: PRICE

M.7.1 The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.7.2 The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount is the sum of all CLINs. The price for the Option for a Technical Data Package will not be considered as part of the evaluation for award. The total evaluated price shall be calculated in Attachment 12.

M.8 VOLUME V- FACTOR 4: SMALL BUSINESS PARTICIPATION

M.8.1 The Government will evaluate the extent of first tier small business participation in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business (SB) concerns and U.S. small disadvantaged business (SDB) concerns in the performance of the contract. For the purpose of this evaluation, the extent of offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.8.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments goals listed below for SB and SDB subcontracting (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract dollars (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern). The Governments subcontracting goals for small business participation are:

- 31.7% for SBs (TACOM LCMC FY11 goal)
- 5% for SDBs (TACOM LCMC FY11 goal)

b. An assessment of the probability that the offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based upon both:

- (1) A proposal risk assessment of the Offerors proposed small business participation approach, and
- (2) A performance risk assessment of the probability the offeror will satisfy commitments and requirements, on the instant contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable).

\*\*\* END OF NARRATIVE M0001 \*\*\*